

barclaycard commercial gold credit card terms and conditions

Barclaycard Commercial Gold Credit Card Unexecuted

Terms and 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 entering 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

BUSINESS CREDIT LIMIT	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. If we decide to increase your Business Credit Limit we will give you at least 30 days notice. You can tell us at any time that you would like to reduce your Business Credit Limit (this includes telling us not to change your Business Credit Limit if we have told you that we are increasing it).
MINIMUM REPAYMENT	You must pay at least the minimum payment every month. This will be the higher of: <ul style="list-style-type: none"> £5, or the full balance if less than £5 an amount equal to any interest, account fees or Default Charges added to your Account since your last statement plus 1% of the statement balance excluding interest billed that month. <p>Payments are due by the due date shown on your statement which is usually 25 days after your statement date. In addition to your minimum payment, you can repay (in the usual way) all or part of what you owe at any time.</p>
APR (VARIABLE)	21.7%

OTHER FINANCIAL INFORMATION

ANNUAL INTEREST RATE (VARIABLE)	Purchases 16.9% p.a. charged on the Standard Balance (Standard Rate)	Cash Advances 27.9% p.a. charged on the Cash Balance (Cash Rate)
OTHER RATES	The following promotional rates are available from the date that your account is opened: 0% interest on purchases for 3 months from account opening. Should you miss a payment or breach this agreement in any other way you will lose the benefit of any promotional rate. At the end of any promotional period we will transfer any Promotional Balance to the Standard or Cash Balance as appropriate.	
INTEREST CHARGING INFORMATION	<p>Amounts added to your Account will be allocated to one of the following balances:</p> <ul style="list-style-type: none"> Cash Balance: for cash withdrawals, the purchase of currency, traveller's cheques and Balance Transfers (and interest and charges on those amounts). Promotional Balance: for Transactions with promotional terms which we will tell you about before you make the Transaction. Standard Balance: for purchases and other amounts, which are not subject to promotional terms. <p>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.</p> <p>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. Interest is calculated on a daily basis.</p> <p>Interest will continue to be charged on all outstanding balances on your account until payment or any judgement against you. This means that where an amount is overdue, we will continue charging you interest at the above applicable rate on the overdue amounts. We will not change the interest rate as a result of your default, except that you will lose the benefit of any Promotional Rate.</p> <p>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 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.</p>	
ALLOCATION OF PAYMENTS	<p>If you do not pay the total outstanding balance in full by the payment due date, we will apply the amount you do pay to reduce what you owe us at the highest interest rate first.</p> <p>If you have more than one Promotional Balance charged at the same interest rate we will apply your payment to the balance which has the earliest expiry date first.</p>	
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 10 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 £165.87 (interest of £133.87 plus an annual fee of £32).	

KEY INFORMATION

DEFAULT CHARGES	We will charge you for any reasonable costs or losses we incur if you break this agreement, including the following charges:
Late or missed payment	£25
Business Credit Limit Exceeded	£25
Returned payment	£25
FEES AND CHARGES	
Fees	£32 annual fee 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) You can settle this agreement in part at anytime by giving notice and paying off some of the amount you owe. 3) 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. 4) 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, etc.
YOUR RIGHT TO WITHDRAW	You have a right to withdraw from this Agreement, without giving a reason by calling or writing to us. Please see Condition 13 for our contact details. Your right to withdraw starts on the day after you receive your Card and ends after a further period of 14 days. Once you have contacted us to withdraw, you must pay back anything you have spent on your Card within 30 days. We will start charging you interest at the relevant rate if you do not repay in full within the 30 days.

Please note that the Consumer Credit Act does not apply to corporate entities or partnerships of four or more partners. 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, the withdrawal rights and Condition 8.2 will not apply.

Terms and Conditions

1. Definitions

In this agreement, "**Account**" means your Barclaycard Commercial Account with us for which we have issued one or more Cards under the terms of this agreement.

"**Administrator**" means the person(s) nominated by you to occupy that role and thereby authorised to operate the Account on your behalf. "**Business Credit Limit**" means the maximum debit balance allowed on your Account. Within the Business Credit Limit we may also define a "**Cash Limit**" which will be the total amount which can be drawn down through cash or Barclaycard Commercial cheque Transactions. A "**Card**" means any Barclaycard Commercial Card or any alternative to a 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**" includes transfers of funds from your Account to other credit cards, store cards, loans or a bank account in your name. 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. How can you use your Account, Card and Barclaycard Commercial cheques?

2.1 Once you receive your card you can use it (or the card details) to make purchases and cash withdrawals on the terms of this agreement.

2.2 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 includes your Cash Limit. We will provide you with credit in the manner set out in and subject to these terms and conditions.

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

2.4 You must ensure that your Card is signed immediately on receipt and that you comply with Condition 6 and any reasonable instructions that we may give about using Cards, including Card Details and PINs, and keeping them safe.

2.5 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.

2.6 Subject to Condition 7, 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.

2.7 If you want to cancel any Card, you are responsible for destroying or returning the Card.

2.8 You must not exceed either your 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.

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

2.10 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.

2.11 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 Fees and Charges. The reference exchange rate is available if you contact us in accordance with Condition 13. This may not be the same as the exchange rate on the date of the Transaction.

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

2.13 Cards may not be used for any illegal purpose or in any manner prohibited by law. 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.

2.14 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.

2.15 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.

2.16 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. We reserve the right to decline a Balance Transfer. Balance Transfers are not available for charge card holders.

2.17 If you (or another cardholder) instruct us to make a payment from your account (this would not include purchases) we may undertake checks before we make the payment. We will tell you how long these checks will take and we will treat your instruction as received once these checks are complete. 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 treat the payment instruction as received.

IMPORTANT: From 1st January 2012 clause 2.17 will be replaced with the following:

2.17 If you ask us to make a payment from your account (this would not include purchases), the payment will reach the bank which holds the recipient's account on the next working day, unless you have agreed to make the payment on a future date. In that case, the payment will reach the bank which holds the recipient's account on the working day following the date you have agreed with us.

2.18 Cards and unused Barclaycard Commercial cheques belong to us. Where Condition 11 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 Conditions 11.1 and 11.2.

2.19 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 9.

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

3. How you can authorise payments?

3.1 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 a Barclaycard Commercial cheque with your signature).

3.2 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.

4. When must you make payments to us?

4.1 You must make all payments to us in sterling.

4.2 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.

4.3 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. Payment holidays are not available for charge card holders.

5. How can you keep track of your spending?

5.1 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.

5.2 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.

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

6.1 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.

6.2 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.

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

7.1 You must tell us as soon as possible using the contact details in Condition 13 if a Card or cheques are lost or stolen, if you think that they or the Card Details 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.

7.2 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.

7.3 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.

8. What about refunds and claims against us?

8.1 We will only give you a refund on your Account for a Transaction if the retailer asks us to or in accordance with Conditions 8.5 and 8.6. 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.

8.2 If you have a Credit Card Account then Condition 8.1 does not affect your rights under section 75 of the Consumer Credit Act 1974 (or any replacement legislation). These rights are not relevant to holders of charge cards.

8.3 Where you or a cardholder have agreed that another person in the European Economic Area can take a payment from your Account (e.g. 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.

8.4 We will ask you to provide information which is reasonably necessary to allow us to investigate whether or not you are entitled to a refund under condition 8.3.

8.5 Subject to condition 8.6, if you confirm to us that a transaction from your Account was not authorised in accordance with these Conditions, we will immediately refund the amount applied and return your Account to the position it would have been in if the unauthorised transaction had not taken place. This means, for example, that we will refund interest or charges which we applied as a result of the unauthorised transaction being applied to your Account. We will have no further liability to you. We may ask you to confirm in writing that you or the cardholder did not authorise the transaction. If we subsequently discover that you were not entitled to a refund, we shall treat the refund as a mistake and be entitled to reapply the transaction, including any interest and charges, to your Account.

8.6 If there are reasonable grounds for thinking that you may not be entitled to a refund, we may investigate before giving you a refund. Any investigation will be carried out as quickly as possible in the circumstances and, unless we can show that the transaction was authorised by you or the cardholder or that you are liable for the transaction under these Conditions, we will immediately refund the amount applied and return your Account to the position it would have been in if the unauthorised transaction had not taken place.

9. Could the terms of this agreement change?

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

9.1 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.

(c) 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.

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

(e) We will not vary an interest rate for a charge card under this condition 9.1.

9.2 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).

9.3 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.

9.4 Notifying you of changes

- 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).
- 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 10.1 to end the agreement. The change will apply to your agreement until the agreement ends. Condition 10.1 explains when this happens.
- If, however, the change is an increase to an interest rate and you tell us within 60 days that you want to end the agreement, the existing interest rate will continue to apply until you repay any outstanding balance. If we ask you to, you must repay us within a reasonable period. This condition 9.4(c) does not apply to holders of charge cards.

10. How can this agreement be ended?

10.1 This agreement has no fixed duration: it will continue until you or we choose to close your Account. 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 13 below (and notice by one of you will be binding on all of you). Unless Condition 10.2 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 proportionate basis dependent on the number of months which have elapsed from the date the annual fee was added to your Account.

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

- we reasonably believe that you have broken this agreement or any other agreement you have with us regularly or seriously; or
- (b) 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. Why we might restrict Account use

11.1 We may prevent or limit the use of your Account, or end your ability to borrow more under this agreement, 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.

11.2 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 where these are available, the instructions you have given us are unclear or incorrect;
- if we feel it necessary as a matter of responsible lending; or
- we reasonably believe that allowing the Transaction would damage our reputation.

You can contact us to find out why we have refused to approve a Transaction.

11.3 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.

11.4 If we have told you that you can make a Balance Transfer and 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.

12. General

12.1 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.

You will be liable for all amounts owed to us under this agreement. Where there is more than one of you, you will each be jointly and severally liable for money owed to us.

12.2 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. We must also be advised of any material changes to your business ownership and any changes to the personal information (name and address) of Directors and cardholders.

12.3 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.

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

12.5 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, where applicable, those under the Consumer Credit Act 1974) will not be affected.

12.6 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.

12.7 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.

12.8 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.

13. How can you contact us?

13.1 You can contact us for advice or with queries via our website at www.barclaycard.co.uk/commercial, call us on 0844 822 2140 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 2140* or +44 1604 269452 or write to us at Barclaycard Commercial, PO Box 3000, Teesdale Business Park, Stockton-on-Tees, TS17 6YG.

13.2 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.

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

14. How we use your information

Your personal information

14.1 By 'your information' we mean personal and financial information about you, your business and certain other people (such as your business partners, financial associates) that we need to collect, use, share and store. This includes information we:

- obtain from you or from third parties, such as employers, joint account holders, credit reference agencies (who may search the Electoral Register and any other public or private database they have access to), fraud prevention agencies or other organisations when you apply for an Account (or any other product or service), or which you or they give us at any other time, through any type of communication or means; verbal, written or electronic, including through letters, calls, emails, websites (e.g. internet protocol (IP) address, cookies), applications, telephone systems (we may capture automatically and use any telephone number you call us from), registrations, researches, promotions and competitions or through accounts or products you have or previously had with us;
- learn from the way you use and manage your Account(s) or joint Account, from the Transactions you make such as the date, amount, currency and the name and type of supplier (e.g. travel services, medical services, retail services) you use and from the payments which are made to your Account.

14.2 Your business partners need to agree to you disclosing information about them to us, the credit reference agencies and others described below and to checks being carried out on them and uses of their personal information as described in this statement. If you are not authorised to give this agreement on their behalf, they will also need to agree. If you have a financial associate, you must tell them that we may check their personal accounts as well as yours. We will send them a notification too.

How we use your personal information

14.3 We and other companies in the Barclays Group and/or other organisations as described below may collect, use, share and store your information:

- to check your eligibility when you apply for any credit and credit-related products, check details, verify your identity and the identities of any other Directors, business partners or shareholders;
- to check your business accounts and your personal accounts if you have one;
- to administer and manage your application, Account(s), and any payments you make using your Card, give you statements and provide you with products and services, inform you about changes to the features of those products or services or their operation;
- for assessment, testing (including systems tests) and analysis (including credit and/or behaviour scoring, statistical, market and product analysis);
- to prevent, detect and prosecute money laundering, fraud and other crimes;
- to improve the accuracy of our records;
- to develop and improve our services to you and other customers;
- to respond to your inquiries or complaints;
- to carry out regulatory checks or other work to meet our obligations to any regulatory authority;
- to protect our interests, including locate you and recover any debts you owe, cross-check details on proposals or claims for all types of insurance, to process and collect charges;
- to identify and inform you by letter, telephone (including automated dialling, digital television), text messages or electronically about products and services (including those of others) which may be of interest to you, unless you tell us not to contact you about these or other available promotions;
- to manage and provide any rewards and offers and administer any promotions and competitions; and
- in any other ways described below.

14.4 We will keep information about you and how you manage your Account(s) private and confidential, but may share it as follows:

- with credit reference agencies and fraud prevention agencies in the ways described below;
- with other companies within the Barclays Group;
- with people who provide a service to you (when you use your card to make payments), with people who provide a service to us or are acting as our agents, on the understanding that they will keep the information confidential;
- with any company that we are providing products or services in conjunction with;
- with anyone whose name or logo appears on the Card issued to you;
- with anyone to whom we transfer or may transfer our rights and duties under this agreement;

(g) with any third party as a result of any restructure, sale, merger or acquisition of any company within the Barclays Group, provided that any recipient uses your information for the same purposes as it was originally supplied to us and/or used by us;
(h) if you have consented; and
(i) if we have a duty to do so or if the law, public interest, or this agreement allows us to do so.

14.5 We may use automated processes when we use your information for any of the purposes listed in this Condition 14 and/or elsewhere in this agreement.

14.6 You must write to us at Barclaycard Commercial, PO Box 3000, Teesdale Business Park, Stockton-on-Tees TS17 6YG or call us on 0844 822 2140 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 Barclays Group cards, insurance, unit trust and other accounts or policies. When we send you marketing communications by e-mail or SMS, you will always be given the opportunity to "unsubscribe" or "stop".

14.7 If you are not eligible for a Barclaycard Commercial 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).

14.8 We will retain information about you after the closure of your account for as long as permitted for legal, regulatory, fraud prevention and legitimate business purposes.

14.9 We may give you further details, from time to time, about how we may use your personal information.

Credit reference and fraud prevention agencies

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

(a) Make enquiries when you apply for any lending products, or to assist us in managing your Account(s), for example if we wish to consider changing your Business Credit Limit, or offering you other products, now or in the future. When making enquiries we search on:
(i) publicly available information about you and your business partners including personal credit behaviour;
(ii) information about the way you and your business partners have handled any personal borrowings, if your business has three or fewer directors or partners;
(iii) information about your business, your business accounts, the beneficial owners of your business;
(iv) if you are a Director, your residential address to confirm it is the same as that registered at Companies House;
(v) information about the personal accounts of any "financial associate" of yours.

A "financial associate" is someone living at the same address as you with whom you have a personal relationship and manage your finances jointly in a similar way to a spouse or life partner. This does not include temporary arrangements such as students or flatmates or business relationships, but will include joint account holders, anyone you have told us is a financial associate of yours, and anyone identified by the credit reference agencies' records as your financial associate (you can apply to the credit reference agencies to ask them to de-link someone who is one of your financial associates).

(b) Share information about you and how you manage your Accounts and if you give us false or inaccurate information or we suspect or identify fraud, money laundering and/or other crimes. The credit reference agencies will:

(i) record the information we supply to them, including previous and subsequent names of people authorised to operate the account and details of how the account is run;
(ii) record the amount of any outstanding debts if you have borrowed from us and not repaid in full and on time. Records shared with credit reference agencies remain on file for 6 years after they are closed, whether settled by you or defaulted;
(iii) use and supply information about shareholders who beneficially own your business only with their specific consent or for the purpose of checking identities.

14.11 Any enquiry we make at a credit reference agency may be assessed with reference to any 'financially associated' records.

14.12 Credit reference agencies will not use information about you to create a blacklist or make a decision.

14.13 Credit reference agencies keep a record of our enquiries/searches ("footprint") and may record, use and give out information we give them to other lenders, insurers and other organisations, even if your application is unsuccessful. This also applies to fraud prevention agencies and other organisations involved in crime and fraud prevention.

14.14 In particular the credit reference agencies will:

(a) create a record of your business' name, address and owners if it does not have one already;
(b) note on its records about your business showing that we requested a credit search. This will happen whether or not your application with us ultimately proceeds. If your business has applied for credit, our search request (but not our name as the organisation that requested it) will be seen by other organisations when your business applies for credit in the future;
(c) note that enquiries have been made on the personal credit records of any individuals, Directors, owners, shareholders, partners or financial associates that we have asked them to search. These will not be seen by other organisations if any of these people apply for credit in the future;
(d) create links in its records between previous and subsequent names you have provided in relation to yourself or anyone else;
(e) send back to us:

(i) information about you, your business partners, your financial associates and your business such as details of previous credit applications and how accounts have been run;
(ii) publicly available information such as details of county court judgments and bankruptcies and information from the electoral register;
(iii) fraud prevention information;
(iv) if you or your business partners are Directors, confirmation that the residential address(es) you have supplied match those on the Companies House restricted register of directors' addresses. For Directors whose addresses are protected under the Companies Act 2006, the address(es) you supply will be checked against the credit reference agency's internal proprietary directory.

14.15 The information recorded by credit reference agencies and fraud prevention agencies may be used by us and other organisations to make assessments for credit and to help make decisions about you, your business or your business partners on credit and credit related services, motor, household, life, and other insurance facilities (including handling claims), trace debtors, recover debts, prevent crime, fraud and money laundering, verify your identity and manage your accounts or insurance policies including to update and maintain the accuracy of your records.

14.16 The information recorded by fraud prevention agencies may be accessed and used by us or other organisations in the UK and in other countries.

International Transfers

14.17 If we transfer your information to a person, office, branch, organisation, service provider or agent in another country, we will make sure that they agree 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 purposes that we have permitted.

14.18 In order to make or receive some payments, the details of the payment (including information relating to those involved in the payment) may be received from or sent abroad, where it could be accessible by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). By using your card to make payments you agree to this on behalf of yourselves and others involved in your payments.

Further information

14.19 You can ask us for a copy of the information we keep about you. A fee will be charged for this service.

14.20 If you believe that any information we hold about you is incorrect or incomplete, you should write to us immediately. If we find that any information is incorrect or incomplete we will correct it promptly.

14.21 For information about the data the credit reference agencies hold about you, you can contact the credit reference agencies directly. The information they each hold about you may not be the same, so you should consider contacting them all. They will charge you a fee for this service.

(a) CallCredit, Consumer Services Team, PO Box 491, Leeds LS3 1WZ or

call 0870 0601414 (Personal credit data only)

(b) Equifax PLC, Credit File Advice Centre, PO Box 3001, Bradford BD1 5US or

call 08443 350 550 or log on to www.myequifax.co.uk

(c) Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or

call 0844 481 8000 or log on to www.experian.co.uk.

14.22 Please contact us if you want to receive details of the fraud prevention agencies.

14.23 You agree that calls between us may be recorded and/or monitored in the interest of security, for quality control and to ensure better customer servicing, staff training and account operation.

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 2140. 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.

This item can be obtained in Braille, large print or audio by calling 0844 822 2140. Call charges apply, please check with your service provider. Calls may be monitored and/or recorded.

Barclaycard Commercial, Company Barclaycard Dept, PO Box 3000, Teesdale Business Park, Stockton-on-Tees TS17 6YG. Telephone 0844 822 2140. Fax 01642 663636. We provide credit products to consumers and are licensed for this and related purposes by the Office of Fair Trading (licence number 005116). Barclaycard Commercial is a trading name of Barclays Bank PLC. Barclays Bank is authorised and regulated by the Financial Services Authority (reference number 122702), is a member of the British Bankers' Association and subscribes to the Lending Code which is monitored and enforced by the Lending Standards Board and is registered with the Registrar of Companies for England and Wales, Company No. 1026167, Registered Office: 1 Churchill Place, London E14 5HP