

# barclaycard commercial hotel tracker terms and conditions

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

<b>Business Expenditure Limit</b>	We will tell you your Business Expenditure Limit when you receive your Card. We may change your Business Expenditure 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.
<b>Repayments</b>	All Cards issued under this agreement are charge cards. Therefore, you must pay your outstanding statement balance in full on or before the due date stated on the monthly statement.

## Other Financial Information

<b>Interest Charging Information</b>	Where we do not receive the statement balance in full by the due date we will charge interest at 2% per month on the unpaid balance calculated on a daily basis from the statement date until repaid in full. This includes interest on any of the fees or charges listed below if applicable.
<b>Allocation of Payments</b>	If you do not pay the balance due in full, we will use the amount you do pay to reduce your outstanding statement balance.

## Key Information

<b>Default Charges</b>	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 Expenditure Limit Exceeded	£25
Returned Payment	£25
<b>Fees and Charges Fees</b>	Not Applicable.
Cash Withdrawals	Not Applicable.
Cash Withdrawals Abroad	Not Applicable.
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.

## 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 Expenditure Limit**" means the maximum debit balance allowed on your Account. Within the Business Expenditure Limit we may also define a "**Cash Limit**" which will be the total amount which can be drawn down through cash or cash equivalent Transactions. A "**Card**" means any

Barclaycard Commercial 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. 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).

"**Agent**" means the travel management company or hotel booking agency nominated by you, on the application form for the Account or subsequently.

"**Administrator**" means any individual that you have authorised to operate the Account. "**Authorised Employee**" means any employee or other person who is authorised to make a Transaction. "**Booking Reference**" means the additional information required by the Administrator such as an employee number, cost centre or project number that will appear on the Hotel Tracker Statement. "**Hotel Tracker Statement**" means the report relating to Transactions, booking information and charges provided by the Agent. "**Permitted Use**" means any Transaction authorised by you in accordance with the terms of this agreement.

"**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).

"**Agent**" means the travel management company or hotel booking agency nominated by you, on the application form for the Account or subsequently.

"**Administrator**" means any individual that you have authorised to operate the Account. "**Authorised Employee**" means any employee or other person who is authorised to make a Transaction. "**Booking Reference**" means the additional information required by the Administrator such as an employee number, cost centre or project number that will appear on the Hotel Tracker Statement. "**Hotel Tracker Statement**" means the report relating to Transactions, booking information and charges provided by the Agent. "**Permitted Use**" means any Transaction authorised by you in accordance with the terms of this agreement.

### 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 and cheques, and interest and charges on these amounts.
- Standard Balance: for purchases or other amounts added to your Account.

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

**3.1** This agreement applies to your Barclaycard Commercial Account under which you can make Transactions up to your Business Expenditure Limit. This Business Expenditure Limit is allocated to your Cash Balance or Standard Balance.

**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 and the Administrator, 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 Expenditure Limit or your Cash Limit. We may refuse any Transaction if we reasonably consider that it could result in you exceeding either your Business Expenditure Limit or your Cash Limit. If we authorise a Transaction and you exceed your Business Expenditure 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 Expenditure 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. This reference exchange rate is available if you contact us in accordance with Condition 14.1 This may not be the same as the exchange rate on the date of the Transaction.

**3.11** If you or any cardholder instruct 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.

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

**3.13** 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.

**3.14** You will only use Cards 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. No private expenditure is permitted on the Card and you will ensure that all employees holding a Card are aware of and comply with this requirement.

**3.15** 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.

**3.16** 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.

**3.17** Cards and unused Barclaycard Commercial cheques belong to us. Where Condition 12.1 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.

**3.20** You must ensure that the Administrator and any cardholder use the Account for Permitted Uses only.

**3.21** You can only use the Account and Card Details to pay for hotel charges through the Agent and you must ensure that the Administrator and any cardholder only uses the Account and Card Details to pay for hotel charges through the Agent.

**3.22** You and the Administrator are not allowed to use any other agent apart from the nominated Agent. Should you, your employer or Agent wish to use any other business travel agent/hotel booking agent you should request our written consent. This is not to be unreasonably withheld.

#### **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.

#### **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.

#### **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 straight away.

**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 or stolen?**

**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 receive it, but you must tell us as soon as you become aware.

**8.4** You will be liable for Transactions if your Card or Card Details are lost or stolen or misused in the circumstances set out in Condition 9.6.

#### **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 9.4. 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** 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.

**9.3** 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 9.2.

**9.4** Subject to condition 9.5, 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.

**9.5** 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

**9.6** However:

(a) if you have acted fraudulently, you will be liable for all transactions made from your account; and

(b) if the transaction was made because you deliberately or with gross negligence failed to keep your Card or Card Details secure or your PIN or other security information secret, you may be liable for all transactions on your account(s) that take place until you tell us (as required by condition 8.1) that your Card has been lost or your Card Details or PIN or other security information have become known to someone else. After you have told us you will not have any further liability for unauthorised transactions.

#### **10. Could the terms of this agreement change?**

**10.1** We may change the terms of this agreement, including interest rates and charges, or introduce a charge for any service provided under or in connection with this agreement, for one of the reasons listed in Condition 10.3.

**10.2** We will give you notice of a change referred to in Condition 10.1 at least two months<sup>2</sup> in advance of the change.

**10.3** We may change the terms of this agreement under Condition 10.1 if there is a change in, or we reasonably expect there will be a change in:

(a) the costs of providing this service to you;

(b) operational, systems, or product features;

(c) technology;

(d) the banking or financial system;

(e) legal or regulatory requirements affecting us; or

(f) any service we provide to you, including introducing or improving services, or replacing or withdrawing services which have become obsolete, or have ceased to be widely used. We may also make a change for any other valid reason.

**10.4** When we make a change under Condition 10.1 we will tell you the date when it comes 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.

**10.5** We may introduce a charge for any service provided under or in connection with this agreement.

### **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:

(a) if we reasonably believe you have broken this agreement or any other agreement you have with us regularly or seriously; or

(b) 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:

(a) to protect the security of your Account; or

(b) because we suspect there may be unauthorised or fraudulent use of your Account; or

(c) 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:

(a) we reasonably consider it necessary to protect the security of your Account;

(b) you have exceeded a limit (such as your Cash Limit or Business Credit Limit);

(c) we are required to by law or by a court or other authority or by another duty which applies to us;

(d) the payment seems unusual compared with the way you or a cardholder normally use a Card;

(e) you, or a cardholder, have reported your Card as lost or stolen;

(f) we reasonably suspect fraud or illegality;

(g) if we feel it necessary as a matter of responsible lending; or

(h) we reasonably believe that allowing the Transaction would damage our reputation.

If we refuse a Transaction, either we or the retailer will tell you 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.

### **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 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.

**13.3** 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.

**13.4** 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.

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

**13.6** 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.

**13.7** 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.

**13.8** 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.

**13.9** 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. 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](http://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 2140\* or +44 1604269452 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 (e.g. 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 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 Expenditure 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 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.

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 by the Financial Services Authority (reference number 122702); are members of the British Bankers' Association; and subscribe to the Lending Code. 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. By entering into the agreement, you will be agreeing to these responsible lending practices. Remember if you run into difficulties with your repayments, please contact us immediately.

## This item can be obtained in Braille, large print or audio by calling 0844 822 2140.

For BT business customers, calls to 0844 822 numbers will cost no more than 5p per minute, minimum call charge 5.9p (current at June 2010). Calls may be monitored and/or recorded.

The price on non-BT phone lines may be different.

Barclaycard Commercial, Company Barclaycard Dept, PO Box 3000, Teesdale Business Park, Stockton-on-Tees TS17 6YG. Telephone 0844 822 2140. Fax 01642 663636. Barclaycard Commercial is a trading name of Barclays Bank PLC. Barclays Bank is authorised and regulated by the Financial Services Authority and subscribe to the Lending Code which is monitored and enforced by the Lending Standards Board. Registered in England. Registered No. 1026167. Registered Office: 1 Churchill Place, London E14 5HP.