

» Barclaycard
Multicurrency
additional service
conditions (non -
financial counterparties)

March 2021



1 Introduction

Our **multicurrency services** allow you to accept **payments** from your customers in a wide variety of **foreign currencies** and we will then process these transactions and settle the **payments** to you in **sterling**, euro or US dollars depending on your preference. These **additional service conditions** set out the terms and conditions on which we will provide you with the **multicurrency services** and together with the **operating manuals, procedure guide** and other parts of your **agreement** govern how we will provide the **multicurrency services**. By using this **additional service**, you agree to be bound by these **additional service conditions**.

2 Agreement and definitions

- These **additional service conditions** add to and form part of your **agreement**. We have already given you the **merchant terms and conditions** and we will give you another copy if you request one in writing.
- Any terms in bold in these **additional service conditions** which are not defined in these conditions will have the same meaning as the defined terms set out in the **merchant terms and conditions**.
- The **merchant terms and conditions** will apply to these **additional service conditions**, unless they contradict a term or condition in these **additional service conditions**, in which case the relevant term or condition in these **additional service conditions** will take priority.
- Any notice or communication sent by you or us in relation to this **additional service** must be sent in line with the **merchant terms and conditions**.
- In these **additional service conditions** some words have particular meanings. These are set out below.

Affiliate means any person that directly or indirectly:

- (a) controls;
- (b) is controlled by; or
- (c) is under direct or indirect common control with; you or us (for example a subsidiary company) as appropriate.

Applicable fixed rate means the **fixed rate** calculated for the relevant **trading currency** and **settlement currency** pairing in accordance with condition 5.5, where the date of the corresponding **payment** falls within the **rate card validity period**.

Banking day means any day which is not a Saturday, Sunday or a bank holiday in England and, in certain circumstances, a public holiday in any other country or countries outside of England we may tell you about.

BBPLC means Barclays Bank PLC of 1 Churchill Place, London E14 5HP, England

BIPL means Barclaycard International Payments Limited of One Molesworth Street, Dublin 2, D02 RF29, Ireland

Billing currency means the currency in which you must pay our **charges and fees** as set out in the **merchant application form**. The **billing currency** may be in your **settlement currency** or a **foreign currency**.

Fixed Rate means the exchange rate that we apply, based on the **mid-rate**, to convert one currency into another in accordance with your requested **fixed rate period** as set out in further detail at condition 5.5.

Fixed Rate Currency means the currencies listed as such on our website www.barclaycard.co.uk/Barclaycardmulticurrency or as otherwise notified to you in writing from time to time.

Fixed Rate Period means either 1-day or 7-days as requested by you in the **merchant application form** or otherwise agreed between us in writing in accordance with these **additional service conditions**.

Financial counterparty, means, for merchants receiving the **services** under this **agreement** from **BIPL** the definition given to it in the European Market Infrastructure Regulations on derivatives, central counterparties and trade repositories (Regulation (EU) No 648/2012) (EMIR) and for merchants receiving the **services** under this **agreement** from **BBPLC**, the definition given to it in the European Market Infrastructure Regulations on derivatives, central counterparties and trade repositories (Regulation (EU) No 648/2012) (EMIR) as adopted into UK law via the Over the Counter Derivatives, Central Counterparties and Trade Repositories (Amendment, etc., and Transitional Provision) (EU Exit) Regulations 2019 (UK EMIR) and in either case, as may be amended or replaced from time to time, and which may include, but is not limited to including entities regulated and authorised as investment firms, credit institutions, insurance companies, assurance undertakings, reinsurance companies, undertakings for the collective investment in transferrable securities (and their management companies), pension funds, alternative investment funds (and their managers).

Foreign currency means any currency other than your **settlement currency** that we accept in relation to this **additional service**.

Index rate means the **foreign currency** exchange rate that we apply to convert one currency into another based on the then available spot rate with the relevant **scheme**.

Late submission means where **transaction data** is submitted following expiry of the applicable **rate card validity period**.

Like-for-like currencies means **sterling**, US dollars or euro or any other currency we may decide is a like-for-like.

Loading means the relevant loading percentage set out in the **merchant application form** or otherwise pre-agreed in writing between us.

Manifest error means any error in an exchange rate that would be considered to be a manifest error by a person with reasonable experience of currency exchange dealing in the relevant foreign exchange market(s).

Multicurrency services means this **additional service** allowing you to be settled and billed in certain **foreign currencies** in line with these **additional service conditions**.

Mid-Rate means the Barclays reference exchange rate identified on a **rate card**.

Non-fixed rate currency means the currencies listed as such on our website www.barclaycard.co.uk/Barclaycardmulticurrency

or as otherwise notified to you in writing from time to time.

Non-like-for-like currencies means all **foreign currencies** which are not **like-for-like currencies**.

Rate Card means a collection of **mid-rates** made available by us to you in accordance with these **additional service conditions**.

Rate Card Active Period is the period on and from 00.00 on the **rate card start date** up to and including 23.59 on the **rate card end date**.

Rate Card End Date is the end date of the **fixed rate period** stated on the **rate card**, and where only 1 date is stated, this shall be the **rate card start date** and **rate card end date**.

Rate Card Start Date is the start date of the **fixed rate period** stated on the **rate card**, and where only 1 date is stated, this shall be the **rate card start date** and **rate card end date**.

Rate Card Validity Period is the period on and from 00.00 on the **rate card start date** up to and including 23.59 on the date falling three days after the **rate card end date**.

Settlement currency means the currency or currencies in which we will make payments to you as set out in the **merchant application form**.

Sterling means Great British pounds **sterling** or the prevailing (most used) lawful currency of England from time to time.

Trading currency means the currency of any **payment** or **refund** you have processed and which may be either a '**fixed rate currency**' or a '**non-fixed rate currency**'.

3 Our responsibilities

For **payments** you accept in each **trading currency**, we will make settlement payments to you (in line with our responsibilities in the **merchant terms and conditions**) in the **settlement currency** set out in the **merchant application form** in relation to the relevant **trading currency** as set out in further detail in these **additional service conditions**.

If **refunds** exceed **payments**, we will recover any shortfalls from you by direct debit from your bank account in line with the **merchant terms and conditions**.

If **refunds** exceed **payments** and condition 3.2 above does not apply, we will invoice you for any amounts you owe us in relation to the **multicurrency services**. You must pay these invoices in your relevant **billing currency** within 10 days of the date of each invoice. Alternatively, we may set-off and recover any shortfalls from **payment** amounts we receive in relation to the **transaction data** which you give us or we may contact you and request you to pay any shortfalls in another way. If we contact you, you must pay the shortfalls in the way and timescales we request. We have the right to recover any shortfalls (no matter which **settlement currency** applies) in line with the **merchant terms and conditions**.

If your **settlement currency** is different from the **trading currency** of a **payment**, we will convert the currency of the **payment** into your **settlement currency** on the day we process the **payment** as follows:

- (a) If the **trading currency** is a **fixed rate currency**, subject to conditions 5.1 and 5.2, using the **applicable fixed rate** plus the **loading** percentage (which we apply to the **applicable fixed rate**); or
- (b) If the **trading currency** is a **non-fixed rate currency** using the **index rate** on that day plus the **loading** percentage (which we apply to the **index rate**).

If your **settlement currency** is different from the **trading currency** of a **refund**, we will convert the money taken from you into the relevant amount designated in the **trading currency** of the **refund** on the day we process the **refund** as follows:

- (a) If the **trading currency** is a **fixed rate currency** using the 1-day/ 7-day **fixed rate** (based on your agreed **fixed rate period**) available on that day minus the **loading** percentage (which we deduct from the **fixed rate**); or
- (b) If the **trading currency** is a **non-fixed rate currency** using the **index rate** on that day and at that time minus the **loading** percentage (which we deduct from the **index rate**).

If we are charging back a **payment** in a **foreign currency** under your **agreement**, we will convert the money taken from you into the amount and currency needed for the **chargeback** on the day we process the **chargeback** using the **index rate** on that day and at that time minus the **loading** percentage (which we deduct from the **index rate**).

You will be liable to us for the full amount of any **chargeback**, including any fees charged by any **scheme**, **card issuer** and any fees we charge.

If your **billing currency** differs to your **settlement currency**, we will convert the amount of **charges and fees** you owe us into the relevant amount in your **billing currency** using the **index rate** and invoice or recover the converted amount from you on each day you have to pay us in line with your

agreement.

- 39 Lists of our **fixed rate currencies** and **non-fixed rate currencies** are available at:
- www.barclaycard.co.uk/Barclaycardmulticurrency, or you can write and ask us for a list of the **foreign currencies** we accept as **trading currencies** in relation to these **multicurrency services**. We will notify you of any changes to these lists.

4 Your confirmation and responsibilities

41 Status

- (a) You confirm that you are not, and where we provide services to any of your **affiliates** under the terms of your **merchant services agreement**, none of those **affiliates** is, a **financial counterparty**. You agree to immediately inform us in writing in the event you or any affiliate receiving these **multicurrency services** subsequently becomes a **financial counterparty** after the date these **multicurrency services** commence.
- (b) You confirm on the date of entering into this **additional service** and each time you or an **affiliate** send **transaction data** to us that the **payments** processed by us under and in connection with this **multicurrency service** relate to identifiable goods and/ or services. For example, this means that any gesture of goodwill you may choose to make to a customer must be made as a separate transaction on a same currency basis and not sent to us under these **additional service conditions**.
- (c) You confirm that under no circumstances will any **refund** request (by itself or when aggregated with all other **refund** requests) exceed the value of the original **payment** to which they relate. For example, and as noted above, any gesture of goodwill you may choose to make to a customer should be made as a separate transaction on a same currency basis and not sent to us under these **additional service conditions**.

42 Authorisation

The **floor limit** for any **payments** under this **additional service** is set out in the **merchant application form** and may be in your **settlement currency** or a **foreign currency**. You must get authorisation for each transaction above the **floor limit**.

43 Card-payment details

You must send all **transaction data** to us in an electronic format.

44 Direct debits

Without prejudice to the conditions in the **merchant terms and conditions** relating to direct debits and payments you make to us, unless otherwise agreed, you must authorise your bank to pay monthly direct debits for any amounts you owe to us in relation to the **multicurrency services**.

45 Requests for change

- (a) If you want to change a **settlement currency** or **billing currency**, you must tell us in writing, and if we agree to any change, we will normally tell you about the change at least 7 **banking days** before it takes place.
- (b) If you want to change your **fixed rate period**, for example from a 1-day **fixed rate** to a 7-day **fixed rate** or a 7-day **fixed rate** to a 1-day **fixed rate**, subject to conditions 5.1 and 5.2, we must receive written acceptance of your new **loading** and confirmation to proceed with the **fixed rate period** change (in form and substance satisfactory to us in our sole discretion) at least 5 **banking days** before the Tuesday you want the new **fixed rate period** to commence, we therefore advise that you contact us through your usual account manager well in advance of the prescribed notice period to discuss this requirement, particularly as your **loading** may change.

5 Rate Cards (applicable only where the trading currency is a fixed rate currency)

51 Subject to condition 5.2:

- (a) 1-day **rate cards** will be made available at 21.30 every Sunday – Thursday (inclusive) for the 1-day **fixed rate period** commencing at 00.01 on the next **banking day** (a 1-day rate card issued at 21.30 on a Thursday is activated at 00.01 on a Friday and is valid until Monday at 00.00.59);
- (b) 7-day **rate cards** will be made available at 21.30 every Monday for the 7-day **fixed rate period** commencing at 00.01 on the next banking day;
- (c) each **rate card** will be made available for download by you pursuant to condition 5.12 for a period of 24 hours.

52 New **mid-rates** are not generated and so new **rate cards** will not be made available on Fridays or Saturdays, or on 25 December, 26 December or 1 January in any year.

53 If a new **fixed rate period** is due to commence on any of the days or dates listed in condition 5.2 above (including following a rate change request pursuant to condition 4.5(b)) the **mid-rates** stated on the **rate card** valid for the immediately preceding **banking day** shall be applicable and the **rate card** will instead be issued on the next **banking day**, and, in the case of 7-day **fixed rates**, the **fixed rate period** will be automatically reduced accordingly in respect of that **rate card** only.

54 An **applicable fixed rate** will be valid for **payments** in a **fixed rate currency** made during the **rate card active period**, providing the **transaction data** is processed by us during the **rate card valid period**.

55 The **fixed rate** is the inverse rate of the **mid-rate**. Therefore, an **applicable fixed rate** will be calculated using the **mid-rate** by dividing the **mid-rate** into 1 as follows:

$$1 / \text{mid-rate} = \text{fixed rate}$$

If you would like to receive some worked examples, demonstrating how our systems arrive at your settlement amount or how you can use the **fixed rate** to manage point of sale prices based on the amount you want to be settled please contact your Barclaycard Account Manager.

56 If **transaction data** is submitted as a **late submission**, we may, in our discretion:

- (a) honour the **fixed rate** that would have been applied had the **transaction data** been submitted during the **rate card valid period** covering the time the **payment** took place, or
- (b) apply the 1-day/ 7-day **fixed rate** (based on your agreed **fixed rate period**) that would be applicable if the **transaction data** related to a **payment** taking place within the **rate card validity period** in effect when the **transaction data** was submitted.

57 Repeated **late submissions** may be investigated by us and may, in our discretion, result in suspension or termination of this **multicurrency service**.

58 If the usual **rate card** issuance process fails for any reason such that a new **mid-rate** has not been made available to coincide with the expiry of an existing **rate card**, the **mid-rates** stated on the **rate card** valid for the immediately preceding **banking day**, and so the corresponding **fixed rates** calculated in accordance with condition 5.5, shall be applicable until the new **rate card** can be issued. We will confirm the new **mid-rates** applicable as soon as reasonably practicable, and, in the case of 7-day **fixed rates**, the **fixed rate period** will be automatically reduced accordingly in respect of that **rate card** only.

59 If a **rate card** has been issued by us or on our behalf, the **mid-rates** set out on the applicable **rate card** will apply, even if you are unable to view that **rate card** for any reason, for example, there is a technical issue with accessing the **rate card**.

510 We shall notify you as soon as practicable upon becoming aware of any **manifest error** in any **rate card** and we will confirm the correct **mid-rates** applicable as soon as possible. We may not be able to process **payments** where a **manifest error** is identified on a **rate card** until a corrected **rate card** is issued.

511 Any settlement made using a **fixed rate** which we, in our absolute discretion, consider to be a **manifest error** shall be reviewed by us and we shall confirm the revised settlement amounts in light of the corrected **fixed rates**. Where such settlement calculations demonstrate that we are required to settle a balance to you, we shall do so. Where such settlement calculations demonstrate that we have settled an excess to you, you undertake to pay an amount equivalent to such excess settlement to us in the **settlement currency**, or alternatively, we shall have the right to deduct such amounts from you in any currency otherwise in accordance with the **merchant terms and conditions**.

512 Unless we notify you in writing of an alternative distribution process, **rate cards** will be made available to you following completion of your integration with the Barclays' NetFX system so that **rate cards** may be automatically generated and issued to you for downloading. We will provide you with the instructions for integration. In addition to the permissions given to us by you pursuant to your **merchant agreement** to use your information, you expressly give us permission to disclose information about you to our **affiliates** to support the distribution of **rate cards**, including any integration to the Barclays NetFX system required for this purpose. For the avoidance of doubt, the integration required in order to receive **rate cards** will not make you a customer of the Barclays' NetFX product.

513 A 1-day **fixed rate** will apply to your **fixed rate currency payments** unless you specifically request and we agree to a 7-day **fixed rate**.

514 It is your responsibility to ensure you are familiar with the exchange rates applicable to your **foreign currency payments** from time to time.

515 Your monthly statement will set out the relevant daily currency exchange cost (i.e. **applicable fixed rate** plus **loading**) per **trading currency** to **settlement currency** pairing.

6 Index Rates (applicable only where the trading currency is a non-fixed rate currency)

61 The **index rate** applicable to any **payment** where the **trading currency** is a **non-fixed rate currency** shall be the prevailing **index rate** as at the date and time we process the relevant **transaction data**.

Due to the 'spot' nature of **index rates**, **index rates** are not made available to us by the **schemes** to publish to you in advance of the rate being applied. However, we may be able to direct you to the applicable **index rates** following a **payment**. Please contact us should you require further information.

62 Your monthly statement will set out the relevant daily average currency exchange cost (i.e. **index rate** plus **loading**) per **trading currency** to **settlement currency** pairing.

7 Our charges

71 Your **loading** may vary between **fixed rate currencies** (including, but not limited to, whether a 1-day **fixed rate period** or 7-day **fixed rate period** is applicable) as well as between **fixed rate currencies** and **non-fixed rate currencies**.

72 You must pay us the **charges and fees**, which includes the **loading**, (plus

any **VAT** that may apply) relating to this **additional service** in the amounts and **billing currency** (or currencies) set out in the **merchant application form** or as otherwise agreed between us in writing, together with the other **charges and fees** due under your **agreement**.

73 You confirm you have read and understood the **merchant application form** (as amended in writing between us from time to time) and agree to the **charges and fees**, including the **loading**, relating to this **additional service**.

8 Limitations on our liability

81 The exclusions and limitations on our liability set out in the **merchant terms and conditions** also apply to exclude and limit our liability in relation to this **additional service**.

82 As well as the limitations and exclusions on our liability set out in the **merchant terms and conditions**:

- (a) We have no control or responsibility for any extra charges imposed by other organisations or people on you, your customers or anyone else if the **trading currency** used to make any **payment** is a **non-like-for-like currency**;
- (b) We have no liability for any **losses** that arise from or in connection with:
 - (i) changes or volatility in currency (which may affect the exchange rates available (including the availability of exchange rates) or your calculation of any settlement payment using any currency exchange rate which is outside of our control);
 - (ii) a delay in **rate card** issuance for any reason; or
 - (iii) a suspension in a **rate card** due to **manifest error**.

83 The indemnities (meaning, in plain English, making good each other's losses) you give us in the **merchant terms and conditions** will cover all **losses** we suffer which may arise as a result of any act or failure to act on your part or on your behalf in relation to this **additional service**.

84 Any claim you want to make against us in relation to this **additional service** is limited in the same way as set out in the **merchant terms and conditions**.

9 Changing these additional service conditions

91 We may change all or any part of these **additional service conditions** at any time in line with the **merchant terms and conditions**.

92 Changes to these **additional service conditions** may include:

- (a) Telling you that we no longer accept **payments** in a particular **foreign currency**; and
- (b) Telling you to choose a new **settlement currency** or **billing currency** (or both) from the options we have given you.

10 Suspending or ending this additional service

101 We may suspend or end all or any part of this **additional service** at any time in line with the **merchant terms and conditions**. You may end this **additional service** at any time in line with the **merchant terms and conditions**.

102 As well as our rights to suspend or end this agreement set out in the **merchant terms and conditions**, we have the right to suspend or end all or any part of this **additional service** at any time, with immediate effect and without telling you first, if:

- (a) You fail to keep to, or we reasonably suspect that you have failed to keep to, these **additional service conditions**; or
- (b) We become aware or reasonably suspect that the representations made by you at condition 4.1 are not accurate or any other action or inaction by you would put us in breach of applicable regulations; or
- (c) You are, or we reasonably suspect that you are, arbitraging us, or any other member or members of the **Barclays group**; or
- (d) We receive repeated **late submissions** of **transaction data** from you; or
- (e) Extraordinary circumstances arise which affect our ability to provide this **additional service**, including but not limited to any fall or rise in **foreign currency**, or any event, circumstance or cause (including governmental or regulatory actions, natural catastrophes and civil disorder) which is beyond the reasonable control of the party invoking it such that (i) it inhibits normal trading or settlement of currency exchange transactions or renders such transactions reasonably impracticable or makes it impossible to obtain a firm quote; (ii) it becomes reasonably impracticable for us to determine an exchange rate or make or receive payment in the **settlement currency** or **foreign currency**; or (iii) we are still able to determine an exchange rate, but such rate is not a representative rate due to the smaller trading volumes and volatility in the market.

103 If the **services** under the **merchant terms and conditions** are suspended or ended, this **additional service** will also be suspended or ended (whichever applies), unless we agree otherwise with you in writing. If this **additional service** is suspended or ended, the rest of your **agreement** will stay in force. If this **additional service** is partly ended or suspended, the rest of this **additional service** will stay in force.

104 When this **additional service** ends, it will not affect:

- (a) Our or your rights or responsibilities which have arisen before it ends; or
- (b) The coming into force or continuation in force of any condition in these **additional service conditions**, which is (whether expressly or not)

intended to come into force or continue in force on or after this **additional service** ends.

11 Law

111 These **additional service conditions** are governed by the laws of England and Wales. You and we agree that any dispute relating to these **additional service conditions** will be dealt with by the courts of England and Wales, unless we decide to bring proceedings in any other court able to hear the dispute in any other state or country, whether at the same time or not.

12 Complaint procedures

121 We want to hear from you if you feel unhappy about the service you have received from us. Letting us know your concerns gives us the opportunity to put matters right for you and improve our service to all our customers. You can complain in person by visiting our Barclaycard head office in Northampton, in writing, by email or by phone. You can get details of our procedures for handling complaints from our Customer Services Department by contacting them on 0800 161 5350 or 1800 812 700 for **BIP (Monday to Friday, 9am-5pm excluding Bank Holidays)**. Alternatively, you can complete our online form at <https://www.barclaycard.co.uk/business/forms/bps-complaints>

Calls may be monitored or recorded to maintain high levels of security and quality of service

12.2 Postal addresses for each of Barclays Bank PLC and Barclaycard International Payments Limited are set out in condition 21.2 (Communicating with you). We may monitor or record calls to maintain high levels of security and quality of service.

12.3 If your services and/or additional services are supplied by Barclays Bank PLC and you're a sole trader or partnership of three or fewer partners, you can ask for a review from the UK Financial Ombudsman Service once you have received a final response letter from us. You can use the details below to contact and find out more information on how to use UK The Financial Ombudsman Service:

- The Financial Ombudsman Service, Exchange Tower, London, E14 9SR;
- Phone: 0800 023 4567 (from a landline) or 0300 123 9123 (from a mobile);
- Email: complaint.info@financial-ombudsman.org.uk
- Website: www.financial-ombudsman.org.uk

12.4 If your services and/or additional services are supplied by Barclaycard

International Payments Limited and you're an individual, sole trader, trust, club, charity or partnership, you can ask for a review from the Irish Financial Services and Pensions Ombudsman once you have received a final response letter from us. You can use the details below to contact and find out more information on how to use Irish Financial Services and Pensions Ombudsman service:

- Irish Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29;
- Phone: +353 1567 7000;
- Email: info@fsp.ie;
- Website: www.fspo.ie

Barclaycard

1 Churchill Place, Canary Wharf, London E14 5HP

Barclaycard is a trading name of Barclays Bank PLC and Barclaycard International Payments Limited.

Barclays Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number: 122702). Registered in England No. 1026167. Registered Office: 1 Churchill Place, London E14 5HP.

Barclaycard International Payments Limited, trading as Barclaycard, is regulated by the Central Bank of Ireland. Registered Number: 316541. Registered Office: One Molesworth Street, Dublin 2, Ireland, D02 RF29. Directors: Paul Adams (British), James Kelly, Mary Lambkin Coyle, Peter Morris and David Rowe.

 **For more information
visit [barclaycard.co.uk](https://www.barclaycard.co.uk)**