

Barclaycard
Business Premium
Plus Charge Card
Terms and Conditions



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These are the terms and conditions for your business charge card account. They will help explain how your account works and other important things you need to know. We hope you'll find them clear and easy to use. Please keep this document safe in case you need to refer to it.

Card agreement regulated by the Consumer Credit Act 1974.

1. Introduction

This agreement is between us (Barclays Bank PLC, Barclaycard Centre, Northampton NN4 7SG) and you, the person or business entering into this agreement. Barclaycard is a trading name of Barclays Bank PLC. We're authorised and regulated by the Financial Conduct Authority (25 The North Colonnade, Canary Wharf, London E14 5HS) to carry out activities relating to consumer credit.

If there is more than one of you, these terms and conditions apply to each of you individually as well as jointly.

The laws of England and Wales apply to these terms. Any dispute about this agreement can be dealt with by an English or Welsh court unless one of the following applies.

- Your address is in Scotland (where it will be the court of Scotland)
- Your address is in Northern Ireland (where it will be the court of Northern Ireland)

We'll only ever communicate with you in English. You can ask us for a copy of this agreement at any time.

Important: 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 another corporate entity, or other organisation outside the scope of the Consumer Credit Act, this agreement will not be regulated by the Consumer Credit Act, so the right to withdraw will not apply to you. A corporate entity is considered to be an organisation which involves more than one person but has met the legal requirements to operate under its own identity.

Your card

With your account we'll provide you with a card (or cards) to use. By the word 'card', we mean any card (or cards) or any alternative to a card that we provide you or any additional cardholder with to make transactions under this agreement.

All cards are our property and you mustn't use your card for any illegal or non-business purposes. If you give a card to an employee, it must only be used for transactions relating to your business while they are employed by you. If an employee who has a card stops being employed by you, you should tell us immediately. If we're worried any cards on your account are being misused, we can put a stop on it.

We may from time to time allow additional cardholders to use cheques on your account. If we do, we'll let you know before we send the cheques. The cheques we send can only be used for making sterling transactions and cannot be used to make payments to us.

When your account is first opened we may send you account information, such as your account number, so that you can start making limited transactions before your card arrives. When you receive your card, we may ask you to activate it before using it to make transactions.

Business credit limit

We set your business credit limit according to your circumstances, your account usage and history, information from other parts of the Barclays group, information we receive from credit reference agencies, and any other information we think is relevant. Your business credit limit includes your cash limit, which is a percentage of your overall business credit limit. We'll tell you what your business credit limit is when we first open your account. We'll then review it from time to time. If we change your business credit limit, we'll write to let you know.

If we reduce your business credit limit based on an assessment of risk or your ability to repay, we have the right to not give you any notice beforehand if we think this would be inappropriate. We won't reduce your business credit limit to be less than your total outstanding balance, plus any transactions authorised but not yet charged to your account.

If you go over your business credit limit, you'll have to pay an over credit limit fee. Your credit records may be affected – meaning it may be harder or more expensive for you to borrow in the future.

Monthly payment

We'll send you a monthly statement to tell you how much you need to pay and when the payment is due.

You must pay your balance in full by the payment due date shown on your statement every month.

Your payment due date will be at least 7 days after we produce your statement.

2. Your interest charges

Legal information – Example of the total amount you would have to pay and the annual percentage rate (APR)

Let's say that as soon as you get your card, you use it to make a purchase of £1200.00 and you are charged an annual fee of £100. Assuming there are no changes to the interest rate or charges, this would make a total amount of £1300 to repay on your account, and the APR would be 9.1% variable.

3. Fees

The fees that apply to your account are as follows:

Account usage fees	Amount
<ul style="list-style-type: none">Sterling cash transactionNon-sterling cash transaction	3% (minimum of £3.00)
<ul style="list-style-type: none">Convenience chequesNon-sterling transaction	3% of amount (minimum of £3) plus 0.99% non-sterling transaction fee
	3% of amount (minimum of £3)
	0.99% of amount
Default fees	Amount
<ul style="list-style-type: none">Late paymentOver credit limit (for each month you are over the credit limit)Returned payment, for example, a failed Direct Debit, cheque or other payment (for each returned payment)	£12 £12 £12
Service fees	Amount
<ul style="list-style-type: none">Copy of transaction details	£5 per item (we will not charge if the copy shows we made a mistake in charging the amount to your account)
<ul style="list-style-type: none">Copy of a statement	£3
<ul style="list-style-type: none">Annual account fee	£100 for the first card and £75 per year for any additional cardholders

You will pay the annual account fees with your first monthly payment, and each year on the anniversary of opening your account. If you take out any additional cards during the year, the fees will be pro-rated (Which means we will charge a proportion of the fee based on when you take the additional cards out).

We will charge you an amount to cover any other reasonable costs or losses we must pay if you break this agreement.

4. Changes that we may make

We may change our fees, including introducing a new fee, or changing the way we charge fees, if there's a change (or we reasonably expect one) in either of the following situations

- The cost of providing or funding your account
- Legal or regulatory requirements that apply to or impact on us

Any change that we make will be reasonably proportionate to the impact of the change on us. We won't change fees to cover the same cost twice.

Changes to the other terms and conditions of this agreement

We may make changes to the other terms and conditions of this agreement for any of the following reasons

- If we reasonably consider that it makes the terms easier to understand or fairer to you
- If we reasonably consider that the change will benefit you or isn't to your disadvantage and wouldn't cost you any more
- To reflect reasonable changes to the way we run our business because of a change in the banking or financial system, in technology, or in the systems we use
- To reflect legal or regulatory requirements that apply to us (or to reflect where we reasonably expect that there will be a change in a legal or regulatory requirement that applies to us)

Changes for other reasons – including to fees

As this contract has no fixed end date, we may from time to time need to make changes for reasons that are not set out here. As long as you can end this agreement without charge, we may make any changes to this agreement, for a reason we haven't set out here. If you close your account, we will give you a pro-rata refund of the annual account fee.

Giving you notice of changes

We'll tell you about any changes either by including a message in your monthly statement or by sending you a separate written notice by post, email, text message or any other written communication.

For all changes we'll give you at least two months' notice unless the change is to your advantage, in which case we may give you less notice.

If we make any of the above changes, we'll let you know when the changes will apply to your account. If you decide that you want to close your account because one of these changes takes place, you'll need to contact us to let us know. These changes will still apply until the agreement ends.

Giving you another card

We may send you another card as a replacement or extra card at any time. It may have different features from your existing card, including a different number, branding or card scheme. We might also send you another card or upgrade your account to give you extra benefits. If we make changes to terms and conditions at the same time, those changes will be dealt with as set out above.

5. Using your account

You and any additional cardholder can use cards to make transactions such as cash withdrawals, purchases and any other use that we allow.

How you use your account

If you or any additional cardholder wants to make a transaction using cards or card details, you'll need to approve it so that we can check it's genuine. You can do this using one of the following

- The card itself
- A password, personal identifier, codes, personal identification number (PIN), or biometric data such as voice recognition
- A combination of the above, such as your card and PIN

How we authorise your transactions

When deciding whether we should authorise a transaction or not, we take into account amounts of money that have already been authorised but haven't already been added to your account and fees or charges that you might have to pay.

After you make a transaction from your account, we're not able to change or cancel it unless you withdraw your approval. You can only do this if the transaction is approved for a future date (for example, if you set up a regular payment) by contacting us or the retailer by the end of the business day before the transaction is due to be made.

If you contact us to cancel a regular payment, you may also want to contact the retailer to ask them to stop requesting payments. We'll try our best to stop the transaction from going through – but if for any reason it's taken after you've asked for it not to be, we'll refund the amount and any related fees.

When we may refuse transactions

We may refuse to authorise a transaction if any of the following applies

- The transaction seems unusual compared with the way the card is normally used
- We reasonably suspect fraud or illegal activity
- The card is reported as lost or stolen
- We reasonably consider this is necessary to protect the security of your account
- We reasonably believe the transaction would damage our reputation
- We need to restrict the use of your account for any reason explained in the 'Restricting the use of your account' section
- If any additional cardholder is no longer employed by you, we will block their transactions

Also, we may refuse a transaction if there's a risk you'll go over your business credit limit. If we authorise a transaction that would take you over your business credit limit, it doesn't mean we've agreed to an increase in your limit. If you go over your business credit limit, you may have to pay an over credit limit fee.

If we refuse a transaction but you're not sure why, you can get in touch with us to find out. If we refuse a transaction, this agreement will continue, and we won't be responsible for any loss or damages caused as a result.

Transaction limits

If you use your card to withdraw cash, we might limit the number of these transactions or the amount you can withdraw on any day. We might also restrict your cash limit to a certain percentage of your overall business credit limit. If you've got a contactless card, this will have a maximum contactless limit. For each of these limits, we'll let you know what they are and when they change.

Making transactions in a foreign currency

Non-sterling transactions will be converted to sterling at a reference exchange rate. The reference exchange rate is made up of the payment scheme exchange rate on the day the transaction is processed (which may not be the same as the rate on the day the transaction took place) and the non-sterling transaction fee.

The payment scheme exchange rate will be either the MasterCard or Visa exchange rate, depending on the card you use. The relevant payment scheme exchange rate is the one that applied on the date that MasterCard or Visa processed the non-sterling transaction. The payment scheme exchange rate changes daily – please visit our website or get in touch with us to find out this rate.

Restricting the use of your account

We may prevent or limit the use of your account, or end your ability to borrow more under this agreement, if we reasonably consider this is necessary for any of the following reasons

- To protect the security of your account
- Because we're worried there may be unauthorised or fraudulent use of your account
- Because the risk of you not paying the total outstanding balance you owe has significantly increased
- Because we believe you no longer live or trade at the address we have on record for you, which means we may not be able to contact you
- Because allowing you to use your account means we may break a law, regulation, code or other duty that applies to us, or could expose us or other Barclays companies to action or criticism from any government, regulator or law-enforcement organisation

If we do, we will let you know either before or immediately afterwards.

Refunds

If you or an additional cardholder have agreed that a retailer in the European Economic Area can take a payment from your account (for example, if you've given your card details to a retailer for the purpose of making a payment), you can ask us to refund a payment if all of the following conditions apply

- The approval you gave didn't specify the exact amount to be paid
- The amount charged to your account was more than you could reasonably have expected to pay, based on circumstances including your previous spending patterns
- You make the refund request within eight weeks of the date when the payment was charged to your account

You must give us any information we ask for that's reasonably necessary for us to investigate whether or not you're entitled to the refund.

We'll only refund any other transaction that you've approved if the retailer asks us to.

If you tell us that a transaction was not authorised, 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 charges which we applied as a result of the unauthorised transaction. We will have no further liability to you. We may ask you to confirm in writing that you or an additional cardholder did not authorise the transaction. If we then discover that you were not entitled to a refund, we will treat the refund as a mistake and be entitled to reapply the transaction, including charges to your account.

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 an additional cardholder or that you are liable for the transaction under this agreement, 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.

You won't be able to use a claim against the retailer (or anyone else) to make a claim against us, or to refuse to pay us.

Offsetting

If we owe you money, we may offset that amount against (use it to reduce) balances owed to us across this and other accounts.

Charges that third parties may make

We tell you about all the charges that we make, but using your card may mean that you have to pay other amounts to someone else. For example, some organisations make an extra charge for charge-card payments.

6. Paying your bill

All payments you make to us must be in sterling and arrive by the payment due date every month.

To help make this as easy as possible, your monthly statement will tell you exactly how and when to make payments so they reach us on time. You'll need to make sure that you don't pay more than your total outstanding balance. If you do, we may return the extra money to you rather than keep it on your account.

If we receive a monthly payment on or before the payment due date, but apply it to your account after the payment due date because of a mistake we have made, we'll either refund or not charge the late payment fee.

Monthly statements

We'll produce a monthly statement that shows the transactions made since your last statement and what payment is due to us that month. If there is no balance or transactions on your account in a month, we will not send you a statement that month.

We'll make your statement available online, and we'll send it to you either electronically or by post. The statement we send you will contain all the transactions made by all cardholders on your account. Additional cardholders will also have access to their individual statement online. If we can't produce a statement for any reason, we'll use your normal statement date to work out your next payment due date and any interest to be added, and let you know what it is.

We may also send or make available to you (electronically, in your statement or elsewhere) notices that we must give you by law – these could be about overdue payments, default fees that have been added to your account, or a change that we need to make to this agreement.

You'll need to get in touch with us straight away if you think we've made a mistake on your statement.

Missed payments

If you miss your monthly payment we'll add a late payment fee to your account. If your payment is returned for any reason (for example, following a failed Direct Debit, cheque or other payment), we'll add a returned payment fee to your account. If this returned payment means you miss your payment that month, we'll add both a late payment fee and a returned payment fee.

If you miss a payment, the following will also apply to your account

- We may take the payment from any other Barclays accounts you have
- Your records with credit reference agencies may be affected, meaning it may be harder or more expensive for you to borrow in the future

If you've missed a payment, your next statement will ask for the overdue amount as well as the next month's payment. This will apply unless we do not require payment of the overdue amount at that time.

If you're having difficulty making payments, or if you think you're likely to struggle making payments in the future, please get in touch with us as soon as you can.

Missing payments could lead to legal action or bankruptcy proceedings – although this would only happen under exceptional circumstances. We may also sell your debt on to another organisation. If you have other accounts with Barclays, we may use money in those accounts to pay us.

7. Additional cardholders

You can ask us to give an additional card for your account to any eligible employee you nominate.

Your additional cardholders will not be able to ask us for information about your account. Additional cardholders do not have full access to the services you have as the main account holder.

As the account holder, you'll always be responsible for paying the total outstanding balance on your account, and any use of any card by an additional cardholder – so you need to make sure all additional cardholders are aware of this agreement and keep to it. You can tell us to cancel an additional card, and you should destroy the card. If there is more than one of you, you will each be liable to us individually as well as jointly.

8. Protecting the card and card details

You and any additional cardholders must always keep cards and card details safe, and not allow anyone else to use them. Cardholders should memorise their PIN and other security information and keep them secret at all times.

Never write them down or record them in any way without first disguising the information. It's also important that cardholders destroy any letter that contains the PIN straight away. It is your responsibility to make sure additional cardholders are aware of these requirements, and keep to them.

You and any additional cardholders must only ever reveal the card number to make a transaction, to report the loss or theft of the card, or if we ask you to.

We'll never call you to ask you for your full card details, passwords or full security details. We'll also never ask you to withdraw or hand over cash, or transfer money to another account. When you call us or we call you, we'll always first check we're speaking to the right person by asking you several security questions associated with your account.

Lost or stolen cards

If any card or card details on your account (including those of additional cardholders) are lost or stolen, or if you think they may be misused, or if you think someone else may know your PIN, the first thing you need to do is contact us as soon as possible. We'll then put a stop on the card and you won't be able to use the card again. You won't be responsible for any transactions made with your card if it's lost, stolen or misused before you receive it, but you must tell us as soon as you become aware of a problem.

If someone uses a card or card details and they received it with either your or any additional cardholder's permission, you may be liable for all the transactions that take place until you tell us that it is being misused. You won't be liable if you or any additional cardholder hasn't given permission for someone else to have the card or card details. If you find your card again after reporting it as lost or stolen, please destroy it.

When you get in touch with us to tell us that your card has been lost, stolen or misused, you must give us all the information you have about it. We may pass any of this information on to the police if we think it'll be useful.

If your card is lost or stolen, please contact us

- **0800 008 008**
- Barclaycard Commercial, PO Box 4000, Wigston, LE18 9EN

9. Closing your account

When you first open your account you can withdraw from this agreement without giving a reason by calling or writing to us within 14 days from the day after you receive your first card. Once you've told us you're withdrawing from this agreement, you'll have 30 days to pay back anything you've spent on your card.

This agreement has no fixed term – this means it will continue until you or we decide to close your account. You can close the account by calling or writing to us, and we can close the account by writing to you. Unless we need to close your account immediately, we'll give you at least two months' written notice.

We may close your account and require immediate repayment of your total outstanding balance if we reasonably believe that you've broken this agreement regularly or seriously. We may also require this from you if:

As a sole trader or partner:

- You die;
- You become bankrupt; or
- You are likely to become bankrupt; or
- As a person or organisation (whether incorporated or not): any step, application or proceeding is taken by you or in respect of all 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)

We'll always follow any legal requirements before we close your account.

If you or we close your account, the following will apply

- You'll need to make all payments that are due on your account
- No further payments will be made from your account so you'll need to cancel any regular payments and make other arrangements to pay
- If you have paid an annual account fee, we will refund a percentage of it based on the number of months which have passed from the date the fee was added to your account
- You should destroy all cards.

This agreement will continue until you've paid everything you owe, including amounts added to the account after the notice to close. You will be liable for all amounts owed to us under this agreement. If there is more than one of you, you will each be liable individually as well as jointly.

Transferring this agreement

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

10. Getting in touch

If you ever need to get in touch with us for any reason, you can contact us:

- online at barclaycardcommercial.co.uk
- over the phone on **0800 008 008**
- by post at Barclaycard Commercial, PO Box 4000, Wigston, LE18 9EN

If your request needs written confirmation, we may ask you to write to us.

Changing your details

Please keep us up to date with any changes to the name, address, email address, landline number, mobile number and nationality of your additional cardholders. Also tell us about any significant changes to your business ownership and any changes to the personal information (name and address) of the directors or your business name. Contact details must be UK-based. Changes should come through your administrator. If any authorised person tells us to update or change the account or other details, we will assume that it's a valid instruction from all of you.

If things go wrong

Please get in touch with us straight away if you think there's anything wrong with your account.

If we don't meet our obligations under this agreement due to events outside of our control – such as machine failure, industrial disputes or because we have to keep to a relevant law – we won't be responsible for any losses and costs caused.

Making a complaint

To make a complaint, please contact us using the above phone number or address. If anything's unclear or if you're unhappy with the way we handle your complaint, please get in touch with the person or department who handled your complaint and they'll do everything they can to answer your questions and reach an agreement.

If you're still unhappy and you've received a final response letter from us, you can ask for a review from the Financial Ombudsman Service.

The Financial Ombudsman Service

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

This information is also available in large print, Braille and audio format by calling 0800 008 008.

All Barclaycard customer service lines are non-premium rate numbers. Calls to 0800 and 0808 numbers are free from UK landlines. Mobile charges may vary. Calls to 03 numbers use free plan minutes if available; otherwise they cost the same as calls to 01/02 prefix numbers. Calls may be monitored or recorded in order to maintain high levels of security and quality of service.

Barclaycard is a trading name of Barclays Bank PLC. 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. Barclays Bank PLC subscribes to the Lending Code which is monitored and enforced by the Lending Standards Board.



Our Terms and Conditions have the Plain English Crystal Mark.

How we use your information

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.

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.

Where you act as the administrator of the Barclaycard scheme within your organisation, and where your organisation has agreed, 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.

Unless you write to the address below you agree that we may use your information to send you details of alternative products (including those of other companies). You must write to us at Barclaycard Commercial, PO Box 4000, Wigston LE18 9EN 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 any Barclays Bank account details and the numbers of any Barclays cards, insurance, unit trust and other accounts or policies.) 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.

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 offering you other products, now or in the future;
- share information;
- about you and how you manage your accounts;
- if you give us false or inaccurate information or we suspect fraud.

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.
- Your employer or other organisation that requested that we issue the Card to you.
- 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.

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.

What must you do to protect your card and details?

You must:

- keep the cards (including the card details) safe and not allow anyone else to use them; and
- 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 and destroy the letter with your PIN straightaway.

You must only reveal the card number to make a transaction, to report the loss or theft of the card or if we allow you to do so.

What happens if your card, card details and pin are lost or stolen?

You must tell us as soon as possible using the contact details in the Cardholder Guide if your card is lost or stolen, if you think that the card may be misused or that someone else may know the PIN. If you later find your card you must cut it vertically through the magnetic stripe and the Chip and return it to us. 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.

You will not be responsible for any transactions if the card is lost or stolen or misused before you receive it, but you must tell us as soon as you become aware. If someone uses a card and got it with your 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 have not given permission for someone else to use the card.

These terms apply to individual Cardholders and do not amend or vary any agreement between us and the employer or other organisation that requested that we issue a Card to you.