

» Barclaycard  
Select Charge Card  
Terms and Conditions



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.

Credit 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 (12 Endeavour Square, Stratford, London, E20 1JN) to carry out activities relating to consumer credit.

You may have dealt with the following credit intermediary when applying for the product: Barclays Bank UK PLC, 1 Churchill Place, Canary Wharf, E14 5HP.

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 or to make certain types of transactions which we will tell you about from time to time. 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.

#### 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 £42.

Assuming there are no changes to the interest rate or charges, this would make a total amount of £1242 to repay on your account, and the APR would be 3.6% variable.

## 2. Fees

The fees that apply to your account are as follows.

Account usage fees	Amount
<ul style="list-style-type: none"><li>• Sterling cash transaction</li><li>• Non-sterling cash transaction</li></ul>	3% of amount (minimum of £3) 3% of amount (minimum of £3) plus 2.99% non-sterling transaction fee
<ul style="list-style-type: none"><li>• Convenience cheques</li><li>• Non-sterling transaction</li></ul>	3% of amount (minimum of £3) 2.99% of amount
Default fees	Amount
<ul style="list-style-type: none"><li>• Late payment</li></ul>	£12
<ul style="list-style-type: none"><li>• Over credit limit (for each month you are over the business credit limit)</li></ul>	£12
<ul style="list-style-type: none"><li>• Returned payment, for example, a failed Direct Debit, cheque or other payment (for each returned payment)</li></ul>	£12
Service fees	Amount
<ul style="list-style-type: none"><li>• Copy of transaction details</li></ul>	£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"><li>• Copy of a statement</li></ul>	£3
<ul style="list-style-type: none"><li>• Annual account fee</li></ul>	An annual account fee of £42

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 it will be proportioned based on when you take the additional card out).

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

## 3. 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 any 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 agreement has no fixed end date, we may from time to time need to make changes to the terms and conditions, including changing fees or introducing a new fee, for a reason that is not set out here, as long as you can end this agreement without charge. 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, online account servicing, 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 want to end this agreement because one of these changes takes place, you can choose to do this without any charge by calling or writing to us. You will need to pay off the total outstanding balance to end the agreement and the changes will 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.

## 4. 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 such as letting another company initiate online payments on your behalf.

### 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, passcode, personal identifier, codes, personal identification number (PIN), or biometric data such as voice recognition or behavioural data (including how you usually make your transactions, the type and how often you make them)
- 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.
- We have told you that we do not allow that type of transaction, for example, buying or trading in cryptocurrencies such as Bitcoin.
- 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, stop other companies from accessing 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 you try to use your account to carry out transactions that we have told you we will not authorise, for example, buying or trading in cryptocurrencies such as Bitcoin.

If we do, we will let you know either before or immediately afterwards by phone, email or post.

## 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), we will refund the 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 also refund any related fees and charges.

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. Similarly, if we refund the transaction and then discover that the supplier has also refunded the transaction we will reapply the transaction 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.

## 5. 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 can return the extra money to you rather than keep it on your account. If you have a Barclays current account, you authorise us to return the balance to that account. If you do not have a Barclays current account, you authorise us to return any positive balance to the same current account you use to pay your bill. We will write to you before transferring the money to give you the opportunity to ask us to return the balance to a different 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.

We'll post your monthly statement or email you to let you know that it has been placed in online account servicing (or both).

If there is no balance or transactions on your account in a month, we will not send you a statement that month. The monthly statement may also include notices that we have to give you by law about overdue payments, and default fees that we have added to your account. We may also include notices in your monthly statement of changes that we plan to make to this agreement (this applies whether we provide your statement in online account servicing or by post). Once we have sent you a notice or other message to your most recent contact details, we'll assume that you have received it.

If you choose to have only paperless statements, you agree that your statement in online servicing can be in PDF format, or another format that allows you to print or save it unchanged for future reference. We will not change your statement once it has been produced. Statements are available in online servicing for 12 months and you should print or save them for your records.

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.

## 6. 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.

## 7. 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 without your permission. 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 never let anyone see their PIN and that they securely destroy the letter with it on. 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, access your account, 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 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 other than an authorised third party 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

## 8. 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 you've broken this agreement regularly or seriously. We may also require this from you in any of the following circumstances.

You are a sole trader or partner and:

- you die (in this case, we may ask your estate to make the repayment);
- you become bankrupt (or enter into a voluntary arrangement with your creditors) or if we believe this is likely to happen;
- you have acted fraudulently.

You are a person or organisation (whether incorporated or not) and:

- 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 take any of these steps.

**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.

## 9. 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](https://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. We will always communicate with you using the most recent contact details you have given us. We are not responsible if you don't receive information because you haven't told us about a change to your contact details.

## 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.

We'll let you know if there is fraud or a security risk to your account by sending you a message via online servicing, email, writing or by phone.

## 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. You can use the details below to contact them and to find out more information on how to use them.

### 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](mailto:complaint.info@financial-ombudsman.org.uk)
- [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## This information is available in large print, Braille and audio, by calling 0800 008 008.\*

\*Calls to 0800 numbers are free from UK landlines and personal mobiles, otherwise call charges may apply. Calls to 03 numbers use free plan minutes if available, otherwise they cost the same as calls to 01/02 prefix numbers. International calls will be charged at a higher rate. Please check with your service provider. 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.

**This is the end of the Barclaycard Business Terms and Conditions.**