

 **Barclaycard Business
Select Cashback
credit card
Terms and Conditions**



Barclaycard Business credit card Terms and Conditions

These are the terms and conditions for your business credit 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.

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

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 and the protection of section 75 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.

2. Your interest rates

We charge different interest rates on different balances. When you use your card, the relevant amount is added to a particular balance, depending on the type of transaction you use the card for.

We may also offer you promotions on your account, which might result in different interest rates on your 'promotional balance'. We will tell you the terms of any promotions before they are available.

Balance	Interest rate
Standard balance - this is made up of the following: <ul style="list-style-type: none">• Purchases• Interest and account usage fees on the above and any account fees, default fees and other fees unless it is a promotional balance	21.9% per year (variable)
Cash balance - this is made up of the following: <ul style="list-style-type: none">• Cash withdrawals (this includes any fees other people or organisations may charge for the withdrawal)• Buying currency or traveller's cheques• Cash-like transactions, including:<ul style="list-style-type: none">- sending money orders or wire transfers- buying digital currencies, including cryptocurrency such as Bitcoin• Interest and account usage fees on all of the above	27.9% per year (variable)
Promotional balance - this is made up of the following: <ul style="list-style-type: none">• Transactions with promotional terms, which we will tell you about before you make the transaction, such as purchases	N/A

3. Fees that we charge

The fees that apply to your account are as follows:

Account usage fees	Amount
<ul style="list-style-type: none">• Sterling cash transaction• Non-sterling cash transaction• Non-sterling transaction	3% of amount (minimum of £3) 3% of amount (minimum of £3) plus 2.99% non-sterling transaction fee 2.99% of amount
Default fees	Amount
<ul style="list-style-type: none">• Late payment – we will not charge this fee more than four times in a year	£12
Service fees	Amount
<ul style="list-style-type: none">• Copy of transaction details• Copy of a statement• Annual account fee	£5 per item (we will not charge if the copy shows we made a mistake in charging the amount to your account) £3 There is no annual fee for this card The annual account fees will be added to your account on the first statement date after you open your account. In future years, they will be added on the first statement date following the anniversary of you opening your account.
<ul style="list-style-type: none">• Annual card fee	N/A The annual card fees will be added to your account on the first statement date after you open your account. In future years, they will be added on the first statement date following the anniversary of you opening your account. For any additional cardholders you add after opening your account, the first fee will be based on the number of months until the anniversary of the date you opened your account.

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

Fees that third parties may charge

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 charge an extra fee for credit card payments.

4. Monthly payment

We'll send you a monthly statement to tell you what the minimum amount you need to pay is and when the payment is due.

You must pay at least your minimum payment in sterling by the payment due date shown on your statement every month. Remember – if you only make your minimum payment each month it'll take longer and cost more to pay off your balance. You can always choose to pay more.

Your payment due date will be at least 25 days after we produce your statement. You can ask us to bring your statement date forward in order to change your payment due date. You will only be able to change this to certain days in the month.

Your minimum payment will be the highest of the following:

- £5 (or the full statement balance if it's less than £5)
- An amount equal to any interest, default fees, account usage fees or account or card fees that have been added to your account since your last statement, plus 1% of the rest of your statement balance.

If you are on a reduced-repayment plan or arrangement, during the plan or arrangement your minimum payment will be the amount we have told you.

Any refunds you receive on your account will not count towards your minimum payment amount. You must still pay the full minimum payment unless the refund reduces your statement balance to an amount which is less than your minimum payment, in which case you will only have to pay the remaining balance.

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 - interest is charged at the standard rate. You then choose to repay us in full by making 12 equal monthly instalments to cover the purchase amount, plus the amount needed to cover the monthly interest. Assuming there are no changes to the interest rate or charges, this would make a total amount of £1,329.71 to repay on your account, and the APR would be 21.9% variable.

5. Your card

With your account we'll provide you with a card (or cards) to use. By the word 'card', we mean any credit card (or cards) or any alternative to a credit card (such as cheques) that we provide you or any additional cardholder with to make transactions under this agreement. We tell you more about your card in the 'Using your account' section of this agreement.

6. 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. We tell you more about your business credit limit in the 'Using your account' section of this agreement.

7. Your interest charges

When we charge interest

Your total outstanding balance is made up of your cash balance, your standard balance and your promotional balance.

If you pay your current statement balance in full by your payment due date, the following will apply that month:

- we won't charge interest on purchases that have been added to your account since your last statement; and
- we will only charge interest on outstanding standard balance items and purchases on promotional rates included in your current statement balance up to the date of your current statement.

For cash transactions, we charge interest on all amounts from the date they're added to your account to the date you pay them off. This will always apply, even if you pay your total outstanding balance in full by the payment due date.

If you have a promotional balance at 0% on your account and you only pay off the purchases you make that month in full, we'll still charge you interest on those purchases. To avoid these interest charges, you'll need to make sure you pay off your total outstanding balance.

How we charge interest

Your interest is calculated on a daily basis and added to your account each month on the date we produce your statement. We will charge interest on interest if you do not repay your total outstanding balance in full each month (this is known as compound interest).

Interest continues to be charged on all outstanding balances (except where we say below that we won't charge interest) until you pay off your balance or a court orders you to pay off your balance. This means that when an amount is overdue for payment, we continue to charge interest at the rate that applies to that particular balance.

Interest on default fees

Default fees are fees that we charge if you don't make a monthly payment on time. If we charge a default fee we will tell you in writing.

We won't charge any interest on any default fee you are charged.

Understanding the interest and fees on your account

- Please make sure you consider the interest and fees that will be added to your account at the time of producing your statement.
- You should make sure you keep enough available balance to not go over your business credit limit when these are added.
- To help you do this, an estimate of the interest that will be charged the following month is included in your statement.

8. Changes that we may make to your standard and cash interest rates

We may make changes to your interest rate for the reasons set out below.

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

Changes due to risk

We may increase or decrease your interest rate (or rates) based on the risk of lending to you. Some of the things that may affect our decision are as follows:

- If you don't keep to these terms and conditions, such as failing to make your minimum payment by the payment due date or going over your business credit limit.
- The way you manage and use your account or any other account you have with us. We'll look at how you make repayments, your repayment history, and how much of your business credit limit you use.
- Information that we get from others such as credit-reference agencies, our own information and information from within the Barclays Group.

Changes due to costs or legal or regulatory change

We may change our interest rates, including making changes to the way we charge interest, if there's a change in either of the following situations:

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

Changes for other reasons

As this agreement 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 changes to interest rates, or change the way we charge interest for reasons that are not set out here.

Giving you notice of changes

If we make a change to your interest rates we'll tell you about the change and when it will apply. We will do this 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.

We'll give you at least two months' notice unless we reduce any of your interest rates in which case we may give you less notice.

If you decide that you want to close your account after the change takes place, you'll need to contact us to let us know.

If we increase one of your interest rates and you tell us within 60 days that you don't accept this change and want to end the agreement, the existing interest rate will continue to apply until you repay your total outstanding balances. In this case you won't be able to make any further transactions on your account after you give us notice that you don't accept the change, and you must repay us your outstanding balances within a reasonable period.

9. Changes to your promotional interest rates

We won't change a promotional rate on a promotional balance during the time we've agreed to keep it fixed. At the end of the promotional period, we will transfer any outstanding balance to your standard balance or cash balance (as appropriate) and we will start charging on it at your standard rate or any cash rate that applies.

You can lose your promotional interest rate before the end of the promotional period if you do not keep to the terms of this agreement. You will lose your promotional rate if you miss a payment, go over your business credit limit or make an arrangement to pay less than your minimum payment each month. If you lose your promotional rate, we will transfer the promotional balance to your standard balance or cash balance (as appropriate) and we will start charging interest on it at your standard rate or any cash rate that applies immediately.

10. Changes to the other terms and conditions (not including interest rates)

As well as the changes to interest rates described above, we may make changes to the other terms and conditions of this agreement (including fees) 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 or affect us.

We may also change our fees if there's a change in the cost of providing or funding your account.

Any change that we make will be reasonably proportionate to the effect the change has on us. We won't change or introduce any fees to cover the same cost twice.

As this agreement has no fixed end date, we may from time to time need to make changes for reasons not set out here. As long as you can end this agreement without charge, we may make changes to this agreement for reasons that are not set out here.

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.

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 charge by calling or writing to us. If you decide that you want to close your account after these changes take place, you'll need to contact us to let us know. These changes will still apply until the agreement ends. If you stop using your card, changes that only apply if you use the card will not affect you, but other changes will apply until you have repaid the total outstanding balance.

11. Using your account

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 card on your account is being misused, we can put a stop on it.

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.

Managing your credit limit

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 not be appropriate. (However, we may choose to give you up to seven days' notice.) We won't reduce your business credit limit to less than your total outstanding balance, plus any transactions authorised but not yet charged to your account.

In some cases we may allow an increase in your business credit limit for a short period, which we will tell you. If we do this, we will reduce your limit back down at the end of that period, even if that reduces your limit to less than your total outstanding balance.

You can choose whether or not you want to allow us to increase the business credit limit on your account. If we increase your business credit limit we'll give you 30 days' notice unless you've asked for the increase yourself. When you receive this notice you can tell us not to increase your business credit limit.

You can also tell us not to increase your business credit limit at any time in the future or tell us at any time if you want to reduce your business credit limit. We won't increase your business credit limit if we think you can't afford to make the repayments.

You must not go over your business credit limit. If you do you'll lose any promotional rates on promotional balances on your account and your credit records may be affected – meaning it may be harder or more expensive for you to borrow in the future.

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.

From time to time we may offer you an upgrade or change to a feature of your card. We will tell you the terms of any upgrade or change you can choose. This may sometimes include new or increased fees as well as extra or changed benefits. If you choose the upgrade or change, we will amend the terms of this agreement to reflect the change from the date of the upgrade or change. We might also send you another card or upgrade your account to give you extra benefits.

12. Making transactions

You and any additional cardholder can use your cards to make transactions such as cash withdrawals, purchases and any other use that we allow, including using another service provider to make an online payment on your behalf, with your permission.

If you or any additional cardholder wants to make a transaction using your 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 or another device, such as a mobile phone, to confirm your identity
- A password, passcode, personal identifier, codes, personal identification number (PIN)
- Biometric data such as voice recognition or behavioural data
- 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 interest, fees or charges that you might have to pay.

When 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 interest or 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 of the reasons set out below.
- We have told you that we do not allow that type of transaction, for example, buying or trading cryptocurrencies such as Bitcoin.
- The transaction relates to gambling, betting or gaming.
- 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 or your cash limit. By 'cash limit' we mean the limit on the value of transactions that get allocated to your cash balance. This may not be the same as your credit limit. If we authorise a transaction that would take you over your business credit limit or your cash limit, it doesn't mean we've agreed to an increase in your limit.

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.

Restricting the use of your account

We may prevent or limit the use of your account, stop service providers from making payments on your behalf, 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 any current or future balance on your account 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.
- You have used a feature of your account to tell us that you do not want to make future transactions or a certain type of transaction.
- If you try to use your account to carry out transactions that we have told you that we will not authorise, for example, buying or trading in cryptocurrencies such as Bitcoin.

If this happens, we'll let you know at the time or get in touch with you by phone, email or post as soon as we can.

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 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, which may be different from the rate when the transaction took place. The payment scheme exchange rate changes daily. Please visit our website or get in touch with us to find out details about these exchange rates.

You can see the cost of the currency conversion as a percentage mark-up against the European Central Bank (ECB) rates for several currencies under the 'Compare the cost of spending abroad' heading in the credit and charge card help section of our website. This information allows you to compare our rates against the rates issued by the ECB. You can use the information to compare rates offered by other providers.

Refunds

If you or an additional cardholder has agreed that a retailer in the UK or 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. When we refund a payment we'll also refund any related interest, 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 interest or 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 any interest and 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. However, this doesn't affect your rights under Section 75 of the Consumer Credit Act 1974 (or any replacement act or rule).

Section 75 of the Consumer Credit Act 1974

Your rights under Section 75 mean that if you use your card to buy goods or services, and the cost of an individual item is between £100 and £30,000, if you have a claim against the supplier for misrepresentation or breaking the terms of any contract you have with them, you will have the same claim against us. These rights do not apply to corporate entities or organisations outside the scope of the Consumer Credit Act.

13. Paying your bill

All payments you make to us must be in sterling, cover at least your minimum payment 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.

As this is a credit agreement, we will never pay interest to you for any balance on the account and you should not keep money in your account. For this reason, you need to make sure that you don't pay more than your total outstanding balance (which would create a 'positive balance'). If you do have a positive balance, we can return that balance to you, rather than leaving it in the account. If you have a Barclays current account, you authorise us to return any positive 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.

Statements and other information

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 may also give you notices that we must give you by law in your statement. These notices could be about overdue payments, default fees that have been added to your account, or a change that we plan to make to this agreement.

As well as your statement and the notices which may be included in it, we will also provide you with information about your agreement with us. If we have agreed to do so, we will provide this information and your statement in the account servicing section of our website. We'll tell you by email when your statement (and other information) is ready to view. You will then be able to access it by logging in to your online account. We'll also send your statement (and other information) by post or email if you choose to receive information in those ways. Once we have sent you a notice or other message using your most recent contact details, we'll assume that you have received it.

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 statements online.

If there is no balance or transactions on your account in a month, we will not send you a statement that month.

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

If you choose to have only paperless communications from us, you agree that the documents we provide electronically can be in PDF or another format which allows you to print or save the document to refer to in the future. We will not change any documents which we provide electronically. Documents are available in online servicing for 12 months and you should print or save them for your records.

How we allocate payments

If a payment you make is less than your total outstanding balance as shown on your statement, we'll use it to reduce the balance with the highest interest rate first and then reduce the lower-rate balances.

If you have more than one promotional balance at the same interest rate, we'll use your payment to reduce the balance with the promotional rate that ends first.

When you make a payment, we will always reduce the balances that appear on your statement before we use your payment to reduce the value of transactions that have not yet appeared on your statement.

Missed payments

If you miss your minimum payment we'll add a late payment fee to your account. You can miss your minimum payment by not making a payment, by only paying part of your minimum payment or by making your payment late (after the payment due date).

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

- You'll lose any promotional rates.
- You may not be eligible for offers or promotions.
- 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 your next minimum 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 insolvency proceedings – such as bankruptcy (although we rarely need to take these actions).

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.

If we offer you a payment holiday you will not need to make any minimum payments during that period, but you will still be charged interest on your account.

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.

14. Additional cardholders

You can ask us to give an additional card for your account to any eligible employee you nominate. By 'additional card' we mean any card (or cards) we give to additional cardholders under this agreement.

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.

15. Protecting the card and card details

You and any additional cardholders must always keep cards and card details safe, and make sure no-one else can 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.

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 you find your card again after reporting it as lost or stolen, please destroy it.

Your liability for transactions made with your card will depend on whether the Consumer Credit Act applies to you. You can find details about this in the introduction.

If the Consumer Credit Act applies to you and someone uses your card or card details and they received them with either your or any additional cardholder's permission, you may be liable for all the transactions that take place until you tell us the card or card details are 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 the Consumer Credit Act does not apply to you and someone uses your card or card details, you may be liable for all the transactions carried out using the card or card details if you or any additional cardholder has acted fraudulently or has intentionally or carelessly failed to protect your card or card details. You won't be liable for any transactions that take place after you tell us the card or card details are being misused, unless you have acted fraudulently.

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

Please keep your contact information up to date so that we can contact you in the case of suspected fraud.

16. 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. You can do this by calling us on the number in the 'Getting in touch' section below. If you don't repay us within 30 days, we may charge interest in line with the terms of this agreement.

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 are closing your account for one of the reasons below, 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 do this 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; or
- 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 will not be able to reopen your account and so you should destroy all cards.

This agreement will continue until you've paid everything you owe, including amounts added to your account after the notice to close. You can repay all or part of the balance at any time.

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.

17. Getting in touch

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

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

- Online at barclaycard.co.uk/business
- 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.

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

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 may be able to ask for a review from the Financial Ombudsman Service. You can use the details below to contact and find out more information on how to use 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

If you're not eligible to complain to the FOS, you may be able to take your complaint to the Business Banking Resolution Service (BBRS). To see if you're eligible to do this, please write to BBRS, 70 Fleet St, London EC4Y 1EU, email contactus@thebbrs.org, call **0345 646 8825** or visit www.thebbrs.org.

Under the Payment Services Regulations (PSRs), we must provide you with appropriate information about your transactions and consider any complaints you make as soon as possible. If you think we've failed to do this, you can complain to the Financial Conduct Authority (FCA). For more information, visit the FCA website.

Governing law

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 your address is in:

- Scotland (where it will be dealt with by the courts of Scotland); or
- Northern Ireland (where it will be dealt with by the courts of Northern Ireland).

About us

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.



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.

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