

For business. For family. For life.

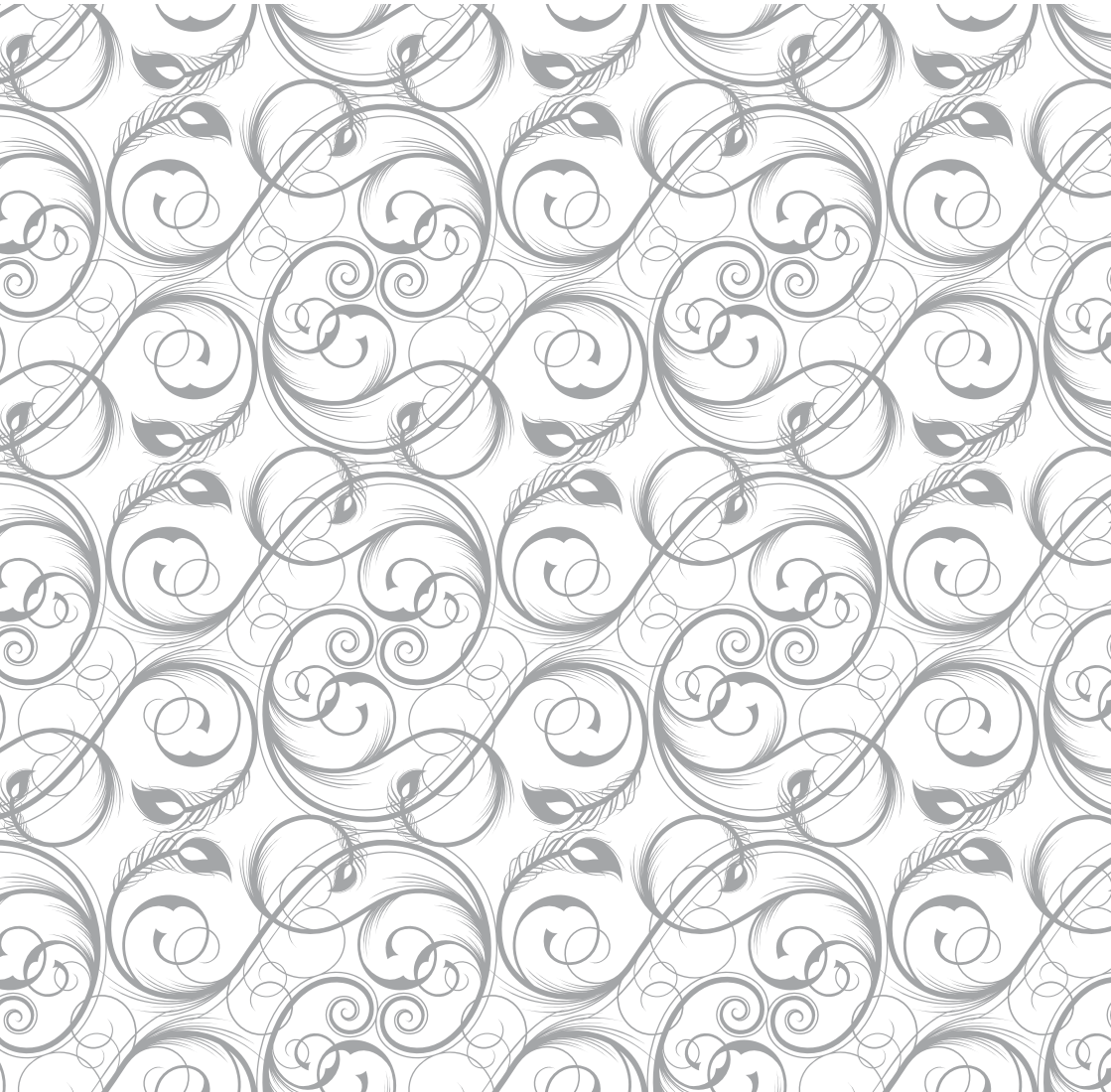


ARBUTHNOT LATHAM

Private Bankers

Since 1833

**Arbuthnot Latham Charge Card
Terms & Conditions**



1. Definitions and Interpretation

1.1. In these Terms, unless the context otherwise requires, the following words shall have the following meanings:

Account means all or any of your sterling or foreign currency accounts held with us.

Additional Cardholder means, subject to Term 3.3, a third party to whom we have issued, on your request, an additional Charge Card.

Application Form means the approved Arbuthnot Latham & Co., Limited Charge Card application form as provided by us from time to time.

Business Day means between 9.00am and 5.00pm (GMT) on a day on which banks are open for general business in London (other than Saturday, Sunday and Bank Holidays). On Christmas Eve and New Year's Eve, or the nearest working day if either falls on a weekend, the office will close at 2.00pm (GMT).

Card Transaction means any use of the Charge Card for payment transactions, such as buying goods or services.

Charge Card means the payment card we may choose to issue to you including, if applicable, any Charge Card issued to an Additional Cardholder.

Charge Card Account means an Account we maintain in relation to a Charge Card issued to you, and to which we debit the amount of Card Transactions and applicable fees and charges.

Charge Card Services means the services provided under these Terms.

Current Account means your sterling currency current account held with us.

Effective Date means the date notified by us to you that your Application Form has been accepted.

Fee Information Document means the document containing information on our charges, as amended by us from time to time, and relevant to your accounts held with us.

PIN means the personal identification number that we issue for use with a Charge Card and which you may change on receipt.

Privacy Notice means the document that describes how we use your personal information. You can find the Arbuthnot Latham Privacy Notice at www.arbuthnotlatham.co.uk/privacy-notice.

Private Banking Terms and Conditions means the terms relating to your Account and previously issued to you by Arbuthnot Latham & Co., Limited as the same may be varied, amended, modified or supplemented.

Terms means these terms and conditions, as amended or updated from time to time.

Third Party Provider means a third party service provider which is authorised by the FCA or another EEA regulator to access information and/or give instructions to make payments from online payment accounts operated by other providers (such as us and other building societies, banks and credit card issuers).

Unarranged Overdraft means when you borrow money where there is no money left in the Current Account (or when you have gone past your arranged overdraft limit) and this has not been agreed with us in advance.

Website means our website at www.arbuthnotlatham.co.uk.

we, us, our means Arbuthnot Latham & Co., Limited.

you, your refers to you, the client, and includes where relevant a reference to any Additional Cardholder, but Additional Cardholders do not have any direct contractual obligations to us under these Terms.

Words and expressions which are given a special meaning in the Private Banking Terms and Conditions will have the same meanings when used in these Terms.

1.2. In these Terms, unless a contrary intention appears:

1.2.1. use of the singular shall include the plural and vice versa;

1.2.2. use of any gender or neuter includes the other genders;

1.2.3. headings are used for reference only;

1.2.4. references to any legislation or rule include any successor, amended or replacement legislation or rule, and are to UK legislation or rules unless expressed otherwise;

1.2.5. a time of day shall be construed as a reference to London time; and

1.2.6. any phrase introduced by the terms "including", "include", "in particular" or any similar expression is to be construed as illustrative only and does not limit the sense of the words preceding those terms.

2. Our Status and the Purpose of these Terms

2.1. We, Arbuthnot Latham & Co., Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Their addresses are set out below:

- Prudential Regulation Authority, 20 Moorgate, London EC2R 6DA
- Financial Conduct Authority, 12 Endeavour Square, London, E20 1JN

- 2.2. We are entered on the Financial Services Register with Registration Number 143336.
 - 2.3. Our registered office is Arbuthnot House, 7 Wilson Street, London EC2M 2SN. The address and contact details of all our offices are also available on the Website.
 - 2.4. Where a Charge Card and Charge Card Account is not managed from our registered office, the address and contact details of any other relevant office will be provided to you separately at the start of our relationship with you. The address and contact details of all our offices are also available on the Website.
 - 2.5. These Terms set out the basis on which we will provide Charge Card Services to you and the manner in which you may use the Charge Card. Our Fee Information Document also contains important information about our Charge Card Services which you should read. We recommend that you keep a copy of these Terms for your records.
 - 2.6. These Terms are in addition to and supplement the Private Banking Terms and Conditions which govern your Accounts with us and form part of, and are to be read together with, those Private Banking Terms and Conditions.
 - 2.7. These Terms and the Private Banking Terms and Conditions are available on our Website, at any of our branches, or directly from us on request. In the event of any conflict between these Terms and the Private Banking Terms and Conditions, these Terms will prevail.
 - 2.8. These Terms will come into force on the Effective Date and shall continue until terminated in accordance with the provisions of Term 18.
- 3. Issuing and operating the Charge Card**
- 3.1. You agree that you will, and will ensure that any Additional Cardholder will, only use the Charge Card in accordance with these Terms and Conditions and the Private Banking Terms and Conditions.
 - 3.2. You confirm that you and any Additional Cardholder are over 18 years old.
 - 3.3. You may apply to us to issue a Charge Card to you or to a third party which we may do at our sole discretion. The provision of the Charge Card and Charge Card Services is conditional upon you having and continuing to have a Current Account.
 - 3.4. You may use the Charge Card, subject to any restrictions set out in these Terms, to pay for goods and services from suppliers who accept the Charge Card up to the spending limit (as set out in Term 5) which we will notify to you in writing from time to time.
 - 3.5. If permitted by the supplier, you may return goods or services to the supplier using your Charge Card and receive a credit to your Charge Card Account.
 - 3.6. We will from time to time:
 - 3.6.1. issue a PIN to you, if requested by you;
 - 3.6.2. renew a Charge Card when it expires;
 - 3.6.3. replace a damaged Charge Card, if requested by you;
 - 3.6.4. replace a Charge Card and change the PIN and Charge Card number if you ask us and if we reasonably believe that any of these is likely to be misused and that the replacements will not be misused;
 - 3.6.5. replace a Charge Card and change the PIN and Charge Card number in the event that we are satisfied by VISA that the Charge Card may have become compromised; and
 - 3.6.6. replace a Charge Card and change the PIN and Charge Card number in order to enhance the security of the Charge Card.
 - 3.7. Charge Cards may be equipped to enable contactless payments which will allow you to make Card Transactions by holding the Charge Card against a card reader without having the Charge Card inserted, swiped or imprinted. We may deactivate a contactless payment Charge Card at any time.
 - 3.8. You may only use your Charge Card, PIN and Charge Card number before the expiry date shown on the Charge Card. You must destroy any expired Charge Cards by cutting them in two, taking care to cut through the chip and magnetic strip on the reverse of the Charge Card.
 - 3.9. You must promptly notify us of any changes to your contact details, including your name, main residential address, email address and telephone or mobile number.
 - 3.10. All Charge Cards will remain our property at all times.
- 4. Use of the Charge Card**
- 4.1. The Charge Card may be used for withdrawals of cash from any Account or from a cash machine.
 - 4.2. The Charge Card may be used for recurring Card Transactions. A recurring Card Transaction is one where a supplier authorised by you will use the Charge Card details to debit regular payments from your Charge Card Account.
 - 4.3. You must not use the Charge Card for illegal activities or in a manner which disguises the true nature of the Card Transaction. You are expressly prohibited from using the Charge Card at a supplier that you own or control.

5. Spending Limit

- 5.1. We will notify you in writing of your spending limit when we issue you a Charge Card. This is the maximum amount which can be outstanding at any time on your Charge Card Account. We may at our discretion change your spending limit on a temporary or permanent basis. If we do so we will notify you in writing. We may do this even if your Charge Card Account is not in default.
- 5.2. You must notify us in writing of the spending limit that you would like us to apply to each additional Charge Card. This is the maximum amount that can be outstanding at any time on a Charge Card issued to an Additional Cardholder. It is your responsibility to inform the Additional Cardholder of this spending limit.
- 5.3. Any spending limit will apply across all Charge Cards (including, for the avoidance of doubt, additional Charge Cards) issued to you in respect of your Charge Card Account, unless we agree otherwise with you.

6. Card Transactions

- 6.1. Below are the ways in which you may authenticate a Card Transaction:
- 6.1.1. via use of a payment authentication device operated with the Charge Card and PIN;
- 6.1.2. by placing an order by telephone or by computer link, and the Charge Card number is quoted;
- 6.1.3. by using a mail order form for the Card Transaction which bears the Charge Card number and is signed;
- 6.1.4. by signing a sales voucher for the Card Transaction;
- 6.1.5. where the Card Transaction is for £30 or less, via contactless payment (where permitted by the Charge Card and accepted by the retailer).
- 6.2. A Card Transaction cannot be stopped or cancelled.
- 6.3. When requested to authorise a Card Transaction, we will consider the agreed spending limit in respect of the Charge Card Account. We may refuse to authorise a Card Transaction:
- 6.3.1. if the amount would or might result in the agreed spending limit on the Charge Card being exceeded;
- 6.3.2. on reasonable grounds, including but not limited to where we reasonably suspect unauthorised or improper use or fraud in respect of the Charge Card or Accounts; or
- 6.3.3. if we reasonably believe that refusal

is necessary or desirable to enable us to comply with any requirement of the VISA card scheme (or any other relevant card scheme), law or good practice in the United Kingdom or elsewhere.

- 6.4. If we authorise a Card Transaction, we may reduce the amount available for making Card Transactions on a Charge Card by the amount of payment authorised, even if the amount is not yet debited to your Charge Card Account.
- 6.5. If the recipient of a Card Transaction (such as a hotel or car hire company) wishes to “block” funds on a Charge Card Account, we will only do so if you have agreed the exact amount of funds to be blocked.
- 6.6. We will credit a refund to your Charge Card Account only after we receive an appropriate authorisation from the supplier.
- 6.7. There may be a delay in restoring the amount available for making Card Transactions or in crediting a refund if the supplier delays in giving the authorisation or for any other reason.
- 6.8. If a Card Transaction is made in a currency other than sterling we will convert the amount of the Card Transaction on the day we receive notice of the Card Transaction. We will use the wholesale rate of exchange applied by VISA and charge commission in accordance with our Charges Schedule. For more detail on how VISA calculates this rate please refer to the Charges Schedule. Exchange rates may rise or fall and the exchange rate when the Card Transaction is made may differ from the exchange rate used for conversion. The rate shown on your statement will have been adjusted to take into account the commission.

7. Fees and Charges

- 7.1. Save for:
- 7.1.1. the commission in relation to the rate of exchange (see Term 6.8); and
- 7.1.2. fees charged in relation to duplicate statements (see Term 12.4),
- there are no fees or charges payable by you in connection with the provision of the Charge Card and Charge Card Services.
- 7.2. You irrevocably authorise us to debit from any Account you hold with us any amounts and charges that are payable by you under these Terms.

8. Cancellation

- 8.1. You have a right to cancel your agreement with us to provide you with Charge Card Services within 14 days of the Effective Date or the date you received these Terms (whichever is later). If you wish to

exercise your right to cancel you should write to us at our registered office at the address specified in Term 2.3 or contact your Private Banker in writing. You should also cut your Charge Card in two, taking care to cut through the chip and magnetic strip on the reverse of the Charge Card.

- 8.2. In the event of cancellation of your agreement with us, you will be liable for any Card Transactions and payment of any debit balance on your Charge Card Account. If you do not cancel your agreement in accordance with Term 8.1, the Charge Card Services will continue until ended by either one of us in accordance with Term 18.

9. Protection of a Charge Card

- 9.1. You undertake, and must ensure that each Additional Cardholder will, take all reasonable care to prevent fraudulent use of the Charge Card, PIN and Charge Card number. In particular you must:

- 9.1.1. sign the Charge Card immediately upon receipt; and
- 9.1.2. not allow anyone else to use the Charge Card, PIN, or Charge Card number.

- 9.2. Should a Charge Card be lost or taken from you, even for a short period, or you know or suspect that someone else may know the PIN and/or Charge Card number, you must notify us immediately on +44 (0)20 7012 2500, which is a 24-hour service. We may require written confirmation.

- 9.3. You must, and you undertake to procure that any Additional Cardholder will, take all reasonable steps to help us and the authorities to recover the Charge Card. We may disclose to the authorities any information about you, the Additional Cardholder, your Account(s) or the Charge Card which we reasonably decide may be relevant to recover the Charge Card and to avoid or recover any losses.

- 9.4. If you or an Additional Cardholder then keeps or recovers the Charge Card, it must not be used again. Please cut it in two, taking care to cut through the chip and magnetic strip on the reverse of the Charge Card.

- 9.5. If we issue a PIN to you, you must take all reasonable care to prevent its fraudulent use. For example memorise your PIN and never disclose your PIN to anyone else.

10. Blocking, Suspending or Cancelling a Charge Card

- 10.1. You may cancel a Charge Card at any time by telephoning us and confirming the same in

writing, and cutting the Charge Card in two, taking care to cut through the chip and the magnetic strip on the reverse of the Charge Card.

- 10.2. We, or our agents specifically appointed for the purpose, reserve the right to cancel, suspend or block a Charge Card permanently or temporarily to stop you making any Card Transactions:
- 10.2.1. for security reasons;
 - 10.2.2. if we suspect unauthorised, improper or fraudulent use of a Charge Card; or
 - 10.2.3. an Additional Cardholder is not over 18 years old.
- 10.3. If the Charge Card is cancelled or suspended then you must not use the Charge Card and if there is a cancellation you must cut the Charge Card in two, taking care to cut through the chip and the magnetic strip on the reverse of the Charge Card.
- 10.4. If a Charge Card is cancelled or suspended you must still ensure that the balance in your Charge Card Account is paid in accordance with Term 13.
- 10.5. Subject to Term 10.8, where we, or our agents specifically appointed for the purpose, intend to permanently cancel the use of the Charge Card, we will advise you before doing so. If that is not possible, we will normally notify you as soon as possible after we have put a stop on the Charge Card.
- 10.6. If we, or our agents specifically appointed for the purpose, detect or suspect, unauthorised or fraudulent use of the Charge Card we will put a temporary block on the Charge Card and will endeavour to contact you on the number you have provided to us for this purpose. In the event that we cannot contact you we will send an SMS (text) message to the number you have provided and wait for you to contact us before unblocking the Charge Card.
- 10.7. If we put a temporary block on the Charge Card, you may request that the Charge Card be re-activated by contacting your Private Banker (during a Business Day), or by contacting our out of office hours service on +44 (0)20 7012 2500. Charge Cards that have been permanently stopped cannot be re-activated.

- 10.8. You should note that we will not be obliged to notify you of decisions and actions to cancel Charge Cards in circumstances where to do so would compromise reasonable security measures or is otherwise unlawful. You should note that we may be required under UK or EU legislation (for example anti-money laundering legislation) to put a stop on Charge Cards.
- 11. Unauthorised or Incorrectly Executed Card Transactions**
- 11.1. You or an Additional Cardholder must notify us as soon as possible in writing or by telephone, +44 (0)20 7012 2500, of any unauthorised or incorrectly executed transactions in respect of a Charge Card. You must always notify us of any unauthorised or incorrectly executed transactions even when these have been initiated via a Third Party Provider.
- 11.2. In respect of transactions in sterling, euro or another EEA currency, carried out within the EEA you must notify us within 13 months of the debit date on becoming aware of any unauthorised or incorrectly executed Card Transaction. If you do not notify us within this time period you will not be entitled to a refund from us.
- 11.3. Subject to Term 11.9, if you notify us that a payment has been made from your Charge Card Account which was not authorised by you, as soon as we are reasonably satisfied that you did not authorise the payment, we will restore the balance on your Charge Card Account and Current Account to the state it would have been in had the unauthorised Card Transaction not taken place (for example, by refunding any charges or interest you have paid on your Current Account as a result but will have no further liability to you) but this may be reversed upon further investigation. We will normally refund by the end of the following Business Day. On occasion we may decide to carry out a more detailed investigation, which we will do as quickly as possible.
- 11.4. Where a Card Transaction is initiated by or through a supplier, the exact amount of the Card Transaction may not be specified at the point of sale. In such circumstances, the following provisions apply:
- 11.4.1. if the amount of the Card Transaction exceeds the amount you could reasonably have expected in all the circumstances, subject to the remainder of this Term, you can request a refund from us of the full amount of such Card Transaction;
- 11.4.2. the right to a refund under Term 11.4.1 does not apply if (i) you have given consent direct to us for the Card Transaction to be executed (ii), if applicable, details of the Card Transaction have been provided or made available to you at least four weeks prior to the debit date; or (iii) the amount of money you are disputing is a result of changes in the relevant exchange rate.
- 11.4.3. in order to be entitled to a refund under Term 11.4.1 above you must have requested a refund within eight weeks of the debit date, and you must have provided, if requested by us, information reasonably necessary for us to establish if you are entitled to a refund under Term 11.4.1;
- 11.4.4. we will either effect a refund or notify you of a refusal to make a refund within 10 Business Days of the date of receiving a request for a refund or, if applicable, the date of receiving further information requested by us under Term 11.4.3 above.
- 11.5. Provided that neither you nor any Additional Cardholder has acted fraudulently, you will not be liable for any losses which arise:
- 11.5.1. where a Charge Card has been lost, stolen or misappropriated and the loss, theft or misappropriation was not detectable you;
- 11.5.2. if someone else other than the Additional Cardholder uses the Charge Card details without your permission and the Charge Card has not been stolen you will not be liable;
- 11.5.3. if someone else carries out a Card Transaction using the Charge Card details without your permission where you do not need to be present (for example, purchases over the internet, the telephone, or by mail order) you will not be liable for the transaction;
- 11.5.4. if the Charge Card is used by someone before you have received it you will not be liable;
- 11.5.5. if we fail to ensure that appropriate means are available at all times to enable you to notify us of the loss, theft, misappropriation, or unauthorised use of the Charge Card you will not be liable; or
- 11.5.6. once we receive notification of the loss or theft of a Charge Card, possible misuse of a Charge Card, or that you wish to cancel a Charge Card, we will cancel the Charge Card and you will not be liable for any further transactions.
- 11.6. We will credit your Charge Card Account or Current Account (as applicable) with any amount

for which you are not responsible pursuant to Term 11.5, including any related charges and interest.

11.7. You will be liable for all unauthorised transactions where you or an Additional Cardholder has acted fraudulently or has failed, intentionally or with gross negligence, to notify us in accordance with Term 9.2.

11.8. Except where Terms 11.5 or 11.7 apply, you will only be liable for up to £35 for losses resulting from the loss, theft, misappropriation or unauthorised use of a Card.

11.9. You will however be liable for all payments and any losses in respect of unauthorised Card Transactions where you or an Additional Cardholder have:

11.9.1. acted fraudulently;

11.9.2. let someone else (apart from a Third Party Provider) use your Charge Card;

11.9.3. been grossly negligent with (or intentionally shared) your Charge Card, PIN or number details;

11.9.4. intentionally or with gross negligence failed to tell us as soon as possible of the loss or theft of your Charge Card, security information, or that you suspect someone has tried to use any of them.

12. Statements and Other Communications

12.1. We will make available to you, via the Online Banking service, monthly statements in respect of your Charge Card Account showing details of all Card Transactions. Your Charge Card Account is also available to view via the Online Banking service and entries are updated throughout each Business Day. If you require a different frequency or paper statements, please speak to your Private Banker.

12.2. It is very important that you check your statements and you or an Additional Cardholder inform us as soon as possible if the statement shows any Card Transactions which are incorrect or unauthorised. Failure to tell us about incorrect or unauthorised transactions may mean that you will not be entitled to any redress. Please see Term 11 above for details about our liability for incorrect or unauthorised Card Transactions.

12.3. If we need to investigate a Card Transaction on a Charge Card, you agree to co-operate, and to ensure all Additional Cardholders co-operate, with us and with the police (if we need to involve them).

12.4. When we contact you in relation to a Charge Card Account and our Charge Card Services such as telling you about changes to Terms and Conditions, sending you information, letters or

notices, we may use any contact details we have for you. This includes your postal address, your telephone numbers and your e-mail address. We will also send you messages via the Online Banking Services.

12.5. If we need to contact you because of suspected fraud or because of security concerns relating to a Charge Card Account, we will usually do this by telephoning you, but we may use other secure methods of communication if we cannot reach you by telephone. As part of this, we may ask you to verify your identity so we can be sure we are talking to you but we will never ask you to disclose a password or other information in full.

13. Payment

13.1. You must pay the full outstanding balance in respect of your Charge Card Account each month as shown on your statement, in sterling, including:

13.1.1. Card Transactions you authorise, even if you do not present your Charge Card or sign for the Card Transaction; and

13.1.2. Card Transactions that Additional Cardholders authorise even if the Additional Cardholders do not present their Charge Card or sign for the Card Transaction.

13.2. Each month on the payment due date shown on your statement, we will automatically debit your Current Account with the amount necessary to clear the debit balance on your Charge Card Account. We will do so even if it results in your Current Account becoming overdrawn. Fees might apply to any Unarranged Overdraft on your Current Account in this situation.

13.3. Credits and refunds to your Charge Card Account will be treated as payments made by you.

13.4. You must ensure that the balance on your Current Account is sufficient to make the payment necessary to clear the balance on your Charge Card Account on the due date as shown on your statement.

13.5. If you exceed the spending limit we have agreed with you, we may, at our sole discretion, immediately reduce the debit balance on your Charge Card Account to within the spending limit, by debiting the amount by which you have gone over the spending limit from your Current Account. We may also, in our absolute discretion cancel any Charge Card issued to you or any Additional Cardholders.

13.6. If there are insufficient funds in your Current Account to cover the balance on your Charge Card Account as referred to in Term 13.2, we will debit your Current Account and seek recovery of the amount of the Unarranged Overdraft on your Current Account. We may also, in our absolute discretion, cancel any Charge Cards issued to you.

13.7. If another bank tells us that money has been paid into your Charge Card Account by mistake, we are required to provide information to the payer's bank about you, your Account, any Additional Cardholder and the payment in order that the payer can seek to recover the money.

14. Additional Charge Cards

14.1. You are responsible for ensuring that all Additional Cardholders comply with these Terms, particularly in relation to protecting a Charge Card, dealing with or using a Charge Card and authorising Card Transactions. In these Terms references to a Charge Card include additional Charge Cards.

14.2. An Additional Cardholder can telephone us using the number on the back of their Charge Card to obtain information about the current outstanding balance and transactions made on their individual Charge Card.

14.3. An Additional Cardholder's rights will terminate with immediate effect in the event of your death, and you must ensure that any Additional Cardholder is aware of this.

14.4. You may request that we issue an additional Charge Card to an Additional Cardholder, which we will issue in our sole discretion. The Additional Cardholder does not need to have his/her own Current Account with us but it is an express condition of these Terms that the Additional Cardholder is over 18 years old. We may require you to provide us with proof of age of an Additional Cardholder.

14.5. We reserve the right to limit the number of Additional Cardholders allowed in respect of your Charge Card Account.

14.6. If you wish to cancel any Charge Card issued to an Additional Cardholder at any time you must tell us by writing to us, telephoning, faxing or emailing your Private Banker. We will then cancel the additional Charge Card and the Additional Cardholder's ability to make Card Transactions will end.

14.7. You are responsible for ensuring that any Additional Cardholders are aware of our Privacy Notice and these Terms insofar as they relate to the processing of their personal information.

15. Third Party Providers

15.1. If you are registered for our Online Banking Service you can choose to use a Third Party Provider:

- a) to make payments from your Charge Card Account on the terms of your agreement with us (Third Party Providers who provide these services are known as Payment Initiation Service Providers);

- b) to provide account information services to you (Third Party Providers who provide these services are known as Account Information Service Providers).

15.2. We can only accept instructions or provide information to a Third Party Provider if they are authorised by the FCA or another EEA regulator to act as a Payment Initiation Service Provider or Account Information Service Provider. Before you or an Additional Cardholder instruct a Third Party Provider you should check, from the information that they provide you with, that they are appropriately authorised by the FCA or another EEA regulator.

15.3. Our Online Banking Terms and Conditions require you to keep your password and security details confidential and you must not share them with anybody else however, we will not treat you as breaking the Terms and Conditions if you choose to disclose such details to a Third Party Provider who asks you for them so that they can access our Online Banking Service on your behalf.

15.4. We are required to treat any payment instruction from a Third Party Provider which is a Payment Initiation Service Providers as if it was made directly by you, and these Terms will apply to the subsequent transaction. You or an Additional Cardholder must tell us about any unauthorised or incorrectly authorised transactions even where you use a Third Party Provider.

15.5. If you consent to a Third Party Provider having access to information concerning your Charge Card Account, we will assume that you consent to access being granted as frequently as the Third Party Provider requests it.

15.6. We are not responsible to you if a Third Party Provider breaches their obligations to you. For example, if you ask a Third Party Provider to request a payment and they do not do this, we will not be responsible for your payment not being made. If you consent to a Third Party Provider having access to your Charge Card Account information we will not be liable if the Third Party Provider fails to keep this information safe.

15.7. We may stop a Third Party Provider from accessing your Charge Card Account or refuse to accept a payment instruction from a Third Party Provider if we suspect they are attempting unauthorised or fraudulent access to your accounts. We will tell you about this by telephoning you or using any of the contact details we hold for you unless this would compromise our reasonable security measures or would be unlawful.

16. Use of Personal Information

16.1. We are committed to protecting and respecting your privacy and we will only use your information in accordance with Data Protection Legislation. The Arbuthnot Latham Privacy Notice explains the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read it carefully to understand our view and practices regarding your personal data and how we will treat it. You can find the Arbuthnot Latham Privacy Notice at www.arbuthnotlatham.co.uk/privacy-notice, or you can request a copy from us.

16.2. Confidentiality of your Charge Card Services will be maintained except:

- 16.2.1. where we are compelled by law or regulation to disclose information;
- 16.2.2. where we are subject to a duty to the public to disclose;
- 16.2.3. where our interests require disclosure and it is reasonable for us to do so;
- 16.2.4. where disclosure is made at your request, or with your consent; and
- 16.2.5. within the Arbuthnot Banking Group PLC's group of companies.

In all such cases we shall reveal only such information as is considered necessary by us in the circumstances.

16.3. We may collect, store and use your personal information for the purposes of:

- 16.3.1. providing you with Charge Card Services;
- 16.3.2. responding to your enquiries;
- 16.3.3. preventing fraud and money laundering;
- 16.3.4. assessing financial and insurance risks; and
- 16.3.5. developing new products and services.

From time to time, we may use your personal data to keep you informed of products and services from us and our associates in the Arbuthnot Banking Group PLC's group of companies where we consider it in our legitimate interests to do so. If you do not wish to receive such information, please contact your Banker, or the Data Protection Office using the details outlined in the Arbuthnot Latham Privacy Notice www.arbuthnotlatham.co.uk/privacy-notice. All individuals who are Private Banking clients have a number of rights in relation to their data, including the right to access. Further information about clients rights when it comes to their personal data are outlined within the Arbuthnot Latham Privacy Notice www.arbuthnotlatham.co.uk/privacy-notice.

16.4. In respect of you entering into a relationship with us for Charge Card Services, we may use credit reference agencies and fraud prevention

agencies to make searches about you. These agencies will supply us with credit information for use in the assessment of your credit standing and other information as well as information from the Electoral Register for the purpose of verifying your identity. The credit reference agencies will record details of the search type (credit or identification), whether or not you use the Charge Card Services. Credit reference agencies keep a record of our enquiries and may record, use, and give out information we provide them to other lenders, insurers, and organisations.

16.5. You agree that we may provide any documentation or information in relation to your Account or Charge Card Account to HMRC and that they may be obliged to share this information with an overseas tax authority in accordance with the provisions of law, legislation or regulation of the UK. We will not be liable to you for any loss you may suffer if we disclose information in accordance with our legal obligations.

16.6. Where you borrow from us, we may inform credit reference agencies of the details of your facilities and how you manage them. If you borrow money and do not repay in full and on time, we may also inform credit reference agencies, who will record the outstanding debt on your credit history file. Your credit history information may be viewed by third parties from whom you might wish to borrow. This also applies to fraud prevention agencies if you provide false or inaccurate information or if we suspect fraud.

16.7. We may use credit-scoring methods to assess your application and to verify your identity. Credit searches and other information which is provided to us may also be used for identification purposes, debt tracing, and the prevention of money laundering, as well as the management of your relationship. For example, if we wish to consider changing your agreed spending limit, or offer you other products, now or in the future. We may also use your information for risk management, analytical and statistical purposes.

16.8. The information may be used to make assessments for credit and to help make decisions about you and members of your household. 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.

16.9. Failure to make any payments to us, when due, could have severe consequences and may make obtaining credit more difficult. The registration of a default notice against you may affect your ability to obtain further credit.

- 16.10.** We may provide information about you and how you manage your Charge Card to the following:
- 16.10.1.** people who provide Charge Card services to you or are acting as your agents, on the understanding that they will keep the information confidential such as Third Party Providers;
 - 16.10.2.** anyone to whom you transfer or may transfer your rights and duties under any agreement with you;
 - 16.10.3.** subsidiaries of Arbutnot Banking Group PLC;
 - 16.10.4.** HMRC who may in turn pass information on to other tax authorities in line with international agreements or treaties that may be in force (see Term 16.5); and
 - 16.10.5.** To another payment services provider when they attempt to recover money which has been transferred to your Charge Card Account by them in error.
- 16.11.** If you wish to receive details of the recipient or class of recipients from whom and with whom we obtain and share information about you, then please contact your Private Banker, or the Data Protection Office, using the details outlined in the Arbutnot Latham Privacy Notice www.arbutnotlatham.co.uk/privacy-notice.

17. Liability

- 17.1.** We will not be liable to you for:
- 17.1.1.** any refusal or delay by any other person to accept the Charge Card, PIN or Charge Card number;
 - 17.1.2.** the way in which any other person communicates that refusal or delay or communicates any refusal to authorise a prospective Card Transaction; or
 - 17.1.3.** any loss caused by a fault in any machine or system, except direct loss caused by a fault which was not obvious or not advised by a message or notice on display.
- 17.2.** So far as we are liable to you for loss caused by a fault in any machine or system or for loss caused by Card Transactions which you did not authorise, our liability will be limited to the amounts wrongly debited to your Current Account and any interest and charges on those amounts.
- 17.3.** We cannot accept liability for any loss you may suffer if we are prevented from providing services by reason of strikes, industrial action, failure of power supplies, failure of banking payment transmission or clearing systems, failure of telecommunications or other equipment, industrial dispute or other causes beyond our reasonable control.

18. Termination of the Charge Card Services

- 18.1.** Our agreement in respect of the provision of Charge Card Services is open ended and of no fixed duration.
- 18.2.** You may terminate the provision of the Charge Card Services at any time by writing to us, telephoning, faxing or emailing your Private Banker.
- 18.3.** Subject to Terms 18.4 and 18.5, we may end the provision of the Charge Card Services by giving you two months' written notice.
- 18.4.** We can suspend or terminate the Charge Card Services at any time without notice if you:
- 18.4.1.** fail to pay the balance in respect of your Charge Card Account in full by the payment due date as set out in your statement; or
 - 18.4.2.** breach these Terms and do not remedy such breach within a reasonable time after receipt of written notice to do so from us.
- 18.5.** We can terminate or suspend the Charge Card Services at any time without notice to you, if required to do so by law or where we suspect fraud or money laundering.
- 18.6.** When either of us end the Charge Card Services you must:
- 18.6.1.** on demand, pay off all amounts owed in respect of the Charge Card Account, including in respect of Card Transactions made but not yet showing on the Charge Card Account; and
 - 18.6.2.** cut the Charge Card in two, taking care to cut through the chip and magnetic strip on the reverse of the card.
- 18.7.** Termination will not affect your liability to us existing immediately prior to termination and we may demand the immediate repayment of all amounts owed in respect of your Charge Card Account. Charges will continue to accrue until irrevocable repayment is made in full and you will be liable to pay any expenses in relation to any demand and enforcement on default.
- 18.8.** These Terms will only end once you have paid off the balance in respect of your Charge Card Account. The provisions of these Terms will continue to apply (including our right to vary the Terms) but you will have no rights under it to use a Charge Card to make Card Transactions.
- 18.9.** If we receive notice of your death, we may terminate your Charge Card Account in accordance with our bereavement procedure, details of which are available on request.

19. Variation

We may, at our discretion, by providing you with at least two months' written notice, vary any of these Terms. If you continue to use the Charge Card following such notice you will be considered to have accepted the changes. If you do not accept the changes you have the right to terminate the Charge Card Services without additional charges at any time before the proposed date they come into force.

20. Notices

- 20.1. Any notice, demand or communication given under these Terms or any Card Transaction to which they apply shall, in the absence of any express agreement and except where we shall give general notice in the press, be in writing and shall be deemed to be duly served if left at, or sent to, the address, fax number, or email address last communicated to us by you.
- 20.2. Any such notice, demand or communication shall be deemed to be received: if sent by first class mail, two Business Days after posting; if sent by second class mail, three Business Days after posting; if sent by airmail, five Business Days after posting; if sent by fax or email, at the moment of dispatch; and if left at your address, at the time of delivery.

21. Our records

Except in the case of an error, our records will be conclusive evidence of your dealings with us in connection with your Charge Card and Charge Card Account. You agree that you will not object to the admission in evidence of our records in any legal proceedings on the basis that our records are not originals, are produced by computer, or are not in writing.

22. Recording of Calls

Your and any Additional Cardholder's telephone calls with us may be recorded for your protection and/or quality control and monitoring purposes.

23. Complaints

- 23.1. Details of our complaints handling procedures are available on our Website and from us upon request.
- 23.2. If you have a complaint about the Charge Card Services, please contact our Head of Compliance at:
Arbuthnot Latham & Co., Limited,
Arbuthnot House,
7 Wilson Street,
London EC2M 2SN
Phone: +44 (0)20 7012 2500
- 23.3. We are covered by the Financial Ombudsman Service (FOS). The FOS is available to settle certain complaints you make if they cannot be

settled through our own complaints process. The contact details of the FOS are as follows:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Website: www.financial-ombudsman.org.uk

Phone: +44 (0)800 023 4567

or +44 (0)300 123 9123

Email:

complaint.info@financial-ombudsman.org.uk

24. No Rights Under Contracts (Rights of Third Parties) Act 1999

A person who is not a party to these Terms shall have no right under the Contracts (Rights of Third parties) Act 1999 to enforce any of the Terms.

25. Agents

You agree that we may at any time appoint agents or subcontract or outsource some or all of the Charge Card Services that we provide to you.

26. Waiver

If we fail to exercise a right or remedy under these Terms, such failure will not prevent us from exercising other rights and remedies or the same type of right or remedy on a later occasion.

27. Assignment

- 27.1. Unless we agree otherwise, you may not assign, novate or transfer your rights and obligations under these Terms. We reserve the right to assign, novate or otherwise transfer your rights and obligations under these Terms to the extent that it is necessary for us to provide the Charge Card Services. Your consent will be required where any such assignment may adversely affect the Charge Card Services provided to you.
- 27.2. You agree that if you dispute a Card Transaction with a supplier you will automatically assign and transfer to us all rights and claims against the supplier. You also agree not to pursue any claim against the supplier for the credited amount, and that you will cooperate with us if we decide to do so.

27.3. Severability

If any provision of these Terms is held to be unlawful, invalid, or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of these Terms shall not be affected.

28. Language

All our communications will be in English.

29. Governing Law

These Terms are governed by English law and we both agree to submit to the non-exclusive jurisdiction of the English Courts.

Contact Information

Arbuthnot Latham & Co., Limited

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