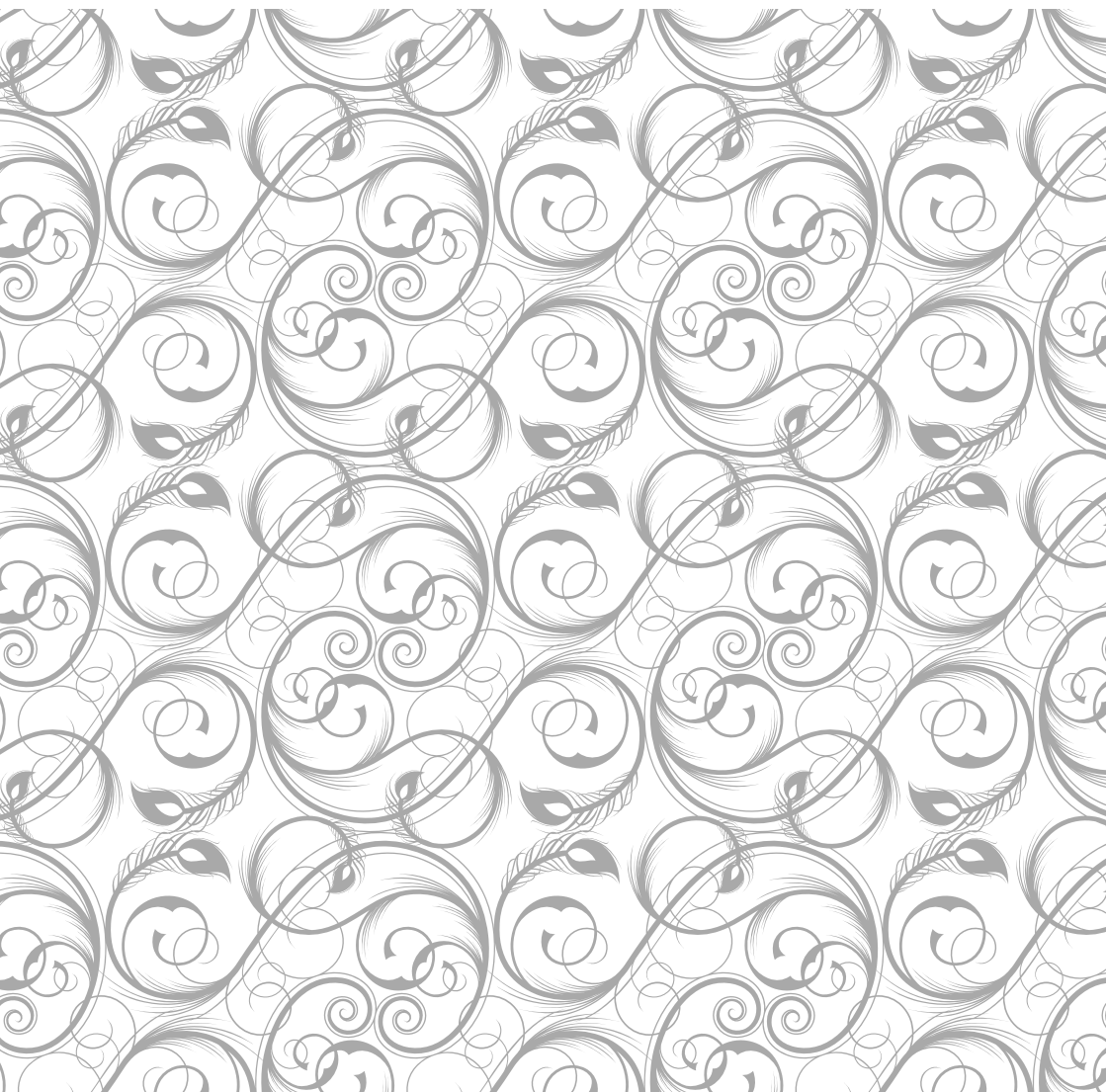


ARBUTHNOT
COMMERCIAL BANKING



For business.
For family.
For life.

Arbuthnot Commercial 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 the business account held by the Business with Arbuthnot Latham & Co., Limited and nominated by the Business for the payment of the Card Transactions of Cardholder Accounts and charges.

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 Commercial Charge Card application form as provided by us from time to time.

Business means any body corporate or unincorporated, sole trader or partnership, responsible for payment of all sums due under these Terms in whose name an Account is maintained by us and named in the application form for the Commercial Charge Card and where the Business (not being a body corporate) consists of two or more persons, then this definition means all or any of them and the liability of such persons will be joint and several.

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 Commercial Charge Card for payment transactions, such as buying goods or services.

Cardholder means any individual who is authorised by the Business from time to time to use a Commercial Charge Card issued by us under these Terms in his or her name.

Cardholder Account means an account opened and maintained by us for each Commercial Charge Card issued by us and to which the Card Transactions are debited.

Cardholder Limit means the sum promptly notified in writing to us by the Business from time to time for the Cardholder per billing cycle being the maximum amount of spending permitted by the Business for the Cardholder using the Commercial Charge Card. A Cardholder Limit cannot be increased by the Business such that the total of all Cardholder Limits exceeds the Commercial Charge Card Limit.

Cardholder Statement means a monthly statement of account for the Cardholder Account, which will set out a record of the Card Transactions for that

particular Cardholder Account and the charges incurred which will be sent to the Business each month for distribution by the Business to the relevant Cardholders.

Commercial 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.

Commercial Charge Card means the payment card we may choose to issue under these Terms.

Commercial Charge Card Limit means the sum specified by us from time to time in writing to the Business per billing cycle, being the maximum amount of spending permitted by the Business through the Cardholders on the Cardholder Accounts.

Commercial Charge Card Services means the services provided under these Terms.

Corporate Client means a client who is not a Small Charity (being a charity which has an annual income of less than £1 million) or a Micro Enterprise (being an enterprise which employs fewer than 10 persons, and has a turnover or annual balance sheet that does not exceed euro 2 million).

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

PIN means the personal identification number that we issue for use with a Commercial Charge Card and which a Cardholder 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.

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).

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

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

you, your refers to the Business named in the application form for the Commercial Charge Card.

Words and expressions which are given a special meaning in the Commercial Banking Terms and Conditions will have the same meaning 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 Cardholder Account and Commercial Charge Card Account are 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 Commercial Charge Card Services to you and Cardholders and the manner in which Cardholders may use the Commercial Charge Card. Our Charges Schedule also contains important information about our Commercial 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 Commercial Banking Terms and Conditions

which govern your Accounts with us and form part of, and are to be read together with, those Commercial Banking Terms and Conditions.

- 2.7. These Terms and the Commercial 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 Commercial 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 19.

3. Issuing and operating the Charge Card

- 3.1. You agree that you will ensure that each Additional Cardholder only uses a Commercial Charge Card in accordance with these Terms and Conditions and the Commercial Banking Terms and Conditions.
- 3.2. You confirm that you and any Additional Cardholder(s) are over 18 years old.
- 3.3. Once you have opened an Account with us, upon your request, we may, where agreed to by us, issue Commercial Charge Card(s) to Additional Cardholders.
- 3.4. A request to issue a Commercial Charge Card must be accompanied by the prospective Cardholder's signature and two company directors' signatures or such other evidence of authority from the Business which we specify.
- 3.5. The provision of the Commercial Charge Card and Commercial Charge Card Services is conditional upon you having and continuing to have an Account with us.
- 3.6. A Cardholder may use the Commercial Charge Card, subject to any restrictions set out in these Terms, to pay for goods and services from suppliers who accept the Commercial Charge Card up to the Cardholder Limit (as set out in Term 5) which we will agree with you from time to time.
- 3.7. If permitted by the supplier, a Cardholder may return goods or services to the supplier using the Commercial Charge Card and the Cardholder will then receive a credit to the Cardholder Account.
- 3.8. We will from time to time:
- 3.8.1. issue a PIN in respect of a Commercial Charge Card to the Cardholder;
 - 3.8.2. renew a Commercial Charge Card when it expires;
 - 3.8.3. replace a damaged Commercial Charge Card, if requested by you or an Additional Cardholder; and

- 3.8.4.** replace a Commercial Charge Card and change the PIN and Commercial Charge Card number if you or an Additional Cardholder ask us and if we reasonably believe that any of these is likely to be misused and that the replacements will not be misused;
- 3.8.5.** replace a Commercial Charge Card and change the PIN and Commercial Charge Card number in the event that we are satisfied by VISA that the Commercial Charge Card may have become compromised; and
- 3.8.6.** replace a Commercial Charge Card and change the PIN and Commercial Charge Card number in order to enhance the security of the Commercial Charge Card.
- 3.9.** Commercial Charge Cards may be equipped to enable contactless payments which will allow Cardholders to make Card Transactions by holding the Commercial Charge Card against a card reader without having the Commercial Charge Card inserted, swiped or imprinted. We may deactivate a contactless payment Commercial Charge Card at any time.
- 3.10.** A Cardholder may only use a Commercial Charge Card, PIN and Commercial Charge Card number before the expiry date shown on the Commercial Charge Card. You must procure the destroying of expired Commercial Charge Cards by cutting them in two, taking care to cut through the chip and magnetic strip on the reverse of the Commercial Charge Card.
- 3.11.** Card Transactions will normally be debited to the Cardholder Account within two Business Days. It may take longer than two Business Days however and the debit may be delayed if the Card Transaction is made abroad, or if the supplier delays in asking for payment, or for any other reason.
- 3.12.** You must promptly notify us of any changes to your contact details, including your name, address, email address and telephone or mobile number.
- 3.13.** All Commercial Charge Cards will remain our property at all times.
- 4. Use of the Charge Card**
- 4.1.** A Cardholder may use the Commercial Charge Card for withdrawals of cash from the Cardholder Account or from a cash machine.
- 4.2.** A Cardholder may use the Commercial Charge Card for recurring Card Transactions. A recurring Card Transaction is one where a supplier authorised by you will use a Commercial Charge Card's details to debit regular payments from the Cardholder Account.
- 4.3.** A Cardholder must not use a Commercial Charge Card for illegal activities or in a manner which disguises the true nature of the Card Transaction. A Cardholder is expressly prohibited from using a Commercial Charge Card at a supplier that you own or control.
- 5. Commercial Charge Card Account and Cardholder Limits**
- 5.1.** We will notify you in writing of your Commercial Charge Card Limit for your Account when we issue you a Commercial Charge Card. We may at our discretion change your Commercial Charge Card Limit on a temporary or permanent basis. If we do so we will notify you in writing. We may do this even if your Account is not in default. You agree to keep within the Commercial Charge Card Limit.
- 5.2.** We will establish a Cardholder Limit for a Cardholder Account. You agree to ensure that the Cardholder is aware that the Card Transactions are not to exceed the Cardholder Limit and the Cardholder manages the Card Transactions accordingly.
- 5.3.** The total of Cardholder Limits must never exceed the Commercial Charge Card Limit.
- 6. Card Transactions**
- 6.1.** Below are the ways in which a Cardholder may authenticate a Card Transaction:
- 6.1.1.** via use of a payment authentication device operated with a Commercial Charge Card and PIN;
- 6.1.2.** by placing an order by telephone or by computer link, and the Commercial Charge Card number is quoted;
- 6.1.3.** by using a mail order form for the Card Transaction which bears the Commercial Charge Card number and is signed by the Cardholder;
- 6.1.4.** by signing a sales voucher for the Card Transaction; or
- 6.1.5.** where the Card Transaction is for a purchase costing £30 or less, via contactless payment (where permitted by the Commercial 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 Cardholder Limit and Commercial Charge Card Limit. We may refuse to authorise a Card Transaction:
- 6.3.1.** if the amount would or might result in the agreed Cardholder Limit being exceeded;

- 6.3.2. if the amount would or might result in the Commercial Charge Card Limit being exceeded;
 - 6.3.3. on reasonable grounds, including but not limited to where we reasonably suspect unauthorised or improper use or fraud in respect of a Commercial Charge Card or Cardholder Account or your Account; or
 - 6.3.4. 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 Commercial Charge Card in a Cardholder Account by the amount of payment authorised, even if the amount is not yet debited to the Cardholder Account.
- 6.5. If the recipient of a Card Transaction (such as a hotel or car hire company) wishes to “block” funds on your Account using the Commercial Charge Card, we will only do so if the Cardholder has agreed the exact amount of funds to be blocked.
- 6.6. We will credit a refund to a Cardholder 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 the Cardholder Statement will have been adjusted to take into account the commission.
- 7. Fees and Charges**
- 7.1. The following fees or charges are payable by you in connection with the provision of the Commercial Charge Card(s) and Commercial Charge Card Services.
- 7.1.1. the fee set out in the Charges Schedule;
 - 7.1.2. the commission in relation to the rate of exchange (see Term 6.8); and
 - 7.1.3. fees charged in relation to duplicate statements (see Term 11.2).
- 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. Protection of Commercial Charge Cards**
- 8.1. You undertake to ensure that all Cardholders will take all reasonable care to prevent fraudulent use of their Commercial Charge Card, PIN and Commercial Charge Card number. In particular Cardholders must:
- 8.1.1. sign their Commercial Charge Card immediately upon receipt;
 - 8.1.2. not allow anyone else to use the Commercial Charge Card, PIN, or Commercial Charge Card number.
- 8.2. Should a Commercial Charge Card be lost or taken from a Cardholder, even for a short period, or if you or an Additional Cardholder knows or suspects that someone else may know their PIN and/or Commercial Charge Card number, you or the relevant Cardholder must notify us as immediately on +44 (0)20 7012 2500, which is a 24-hour service. We may require written confirmation.
- 8.3. You must, and you undertake to procure that the Cardholder will take all reasonable steps to help us and the authorities to recover the Commercial Charge Card. We may disclose to the authorities any information about you, a Cardholder, your Account(s) or the Commercial Charge Card which we reasonably decide may be relevant to recover the Commercial Charge Card and avoid or recover loss.
- 8.4. If you or an Additional Cardholder then keeps or recovers the Commercial Charge Card, it must not be used again. You or the Cardholder must ensure that the Commercial Charge Card is cut in two, taking care to cut through the chip and magnetic strip on the reverse of the Commercial Charge Card.
- 8.5. If we issue a PIN to a Cardholder, you undertake to ensure that all Cardholders will take all reasonable care to prevent its fraudulent use. For example the Cardholder memorises the PIN and never discloses the PIN to anyone else.
- 9. Blocking, Suspending or Cancelling a Commercial Charge Card**

- 9.1. You or an Additional Cardholder may cancel a Commercial Charge Card at any time by telephoning us. You must ensure that the Commercial Charge Card is cut in two, taking care to cut through the chip and magnetic strip on the reverse of the Commercial Charge Card.
- 9.2. We, or our agents specifically appointed for the purpose, reserve the right to cancel, suspend or block a Commercial Charge Card permanently or temporarily to stop you making any Card Transactions:
- 9.2.1. for security reasons;
- 9.2.2. if we suspect unauthorised, improper or fraudulent use of a Commercial Charge Card; or
- 9.2.3. it comes to our attention that an Additional Cardholder is not over 18 years old.
- 9.3. If the Commercial Charge Card is blocked, cancelled or suspended then you must ensure that the relevant Cardholder does not use the Commercial Charge Card. If there is a cancellation then you must ensure that the Commercial Charge Card is cut in two, taking care to cut through the chip and magnetic strip on the reverse of the Commercial Charge Card.
- 9.4. If a Commercial Charge Card is blocked, cancelled or suspended you must still ensure that the balance in the Cardholder Account relating to that Commercial Charge Card is paid in accordance with Term 12.
- 9.5. Subject to Term 9.9, where we, or our agents specifically appointed for the purpose, intend to permanently cancel the use of the Commercial 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 Commercial Charge Card.
- 9.6. If we, or our agents specifically appointed for the purpose, detect or suspect unauthorised or fraudulent use of a Commercial Charge Card, we will put a temporary block on a Commercial Charge Card and will endeavour to contact you on the number you have provided to us for this purpose.
- 9.7. In the circumstances set out in Terms 9.5 and 9.6 it is your responsibility to contact the relevant Cardholder should you wish to do so.
- 9.8. If we put a temporary block on a Commercial Charge Card, you or the Cardholder may request that the Commercial Charge Card be re-activated by contacting your Banker (during a Business Day), or by contacting our out of office hours service on +44 (0)20 7012 2500. Commercial Charge Cards that have been permanently stopped cannot be re-activated.
- 9.9. You should note that we will not be obliged to notify you or the Cardholder of decisions and actions to cancel Commercial 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 Commercial Charge Cards.
- 10. Unauthorised or Incorrectly Executed Card Transactions**
- 10.1. You or the 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 any Commercial 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.
- 10.2. In respect of transactions in sterling, euro or another EEA currency, carried out within the EEA, you must notify us within 13 months after 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.
- 10.3. Subject to Term 10.9, where you notify us that a payment has been made from your Account which was not authorised by you or an Additional Cardholder, as soon as we are reasonably satisfied that you or the Cardholder did not authorise the payment, we will restore the balance on the Cardholder Account and the Account, as applicable, 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 Account as a result but will have no further liability to you) but this may be reversed upon further investigation. We will normally refund a Cardholder Account 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.
- 10.4. 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:
- 10.4.1. if the amount of the Card Transaction exceeds the amount you or the Cardholder could reasonably have expected in all the circumstances, subject to the remainder of this Term, you or the Cardholder can request a refund from us of the full amount of such Card Transaction;

- 10.4.2.** the right to a refund under Term 10.4.1 does not apply if (i) the Cardholder has 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 or the Cardholder 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.
- 10.4.3.** in order to be entitled to a refund under Term 10.4.1 above you or the Cardholder must have requested a refund within eight weeks of the debit date, and you or the Cardholder must have provided, if requested by us, information reasonably necessary for us to establish if there is an entitlement to a refund under Term 10.4.1;
- 10.4.4.** 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 10.4.3 above.
- 10.5.** Provided that neither you nor any Cardholder has acted fraudulently, you will not be liable for any losses which arise:
- a) where a Commercial Charge Card has been lost, stolen or misappropriated and the loss, theft or misappropriation was not detectable by the Cardholder;
 - b) if someone else carries out a Card Transaction using a Commercial Charge Card details without your or the Cardholder's permission where the Cardholder does 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;
 - c) if the Commercial Charge Card is used by someone before the Cardholder has received it;
 - d) if we fail to ensure that appropriate means are available at all times to enable you or an Additional Cardholder to notify us of the loss, theft, misappropriation, or unauthorised use of any Commercial Charge Card; or
 - e) once we receive notification of the loss or theft of a Commercial Charge Card, possible misuse of a Commercial Charge Card, or that you or an Additional Cardholder wish to cancel a Commercial Charge Card.
- 10.6.** We will credit the Cardholder Account or Account (as applicable) with any amount for which you are not responsible pursuant to Term 10.5, including any related charges and interest.
- 10.7.** You will be liable for all unauthorised transactions where you or an Additional Cardholder has acted fraudulently or (unless the Charge Account is overdrawn) has failed, intentionally or with gross negligence, to notify us in accordance with Term 8.2.
- 10.8.** Except where Terms 10.5 or 10.7 apply, you will only be liable for up to £35 for losses resulting from the loss, theft, misappropriation or unauthorised use of a card.
- 10.9.** You will however be liable for all payments and any losses in respect of unauthorised Card Transactions where you or an Additional Cardholder have:
- a) acted in breach of these Terms;
 - b) acted fraudulently;
 - c) been grossly negligent with (or intentionally shared) your Commercial Charge Card, PIN or number details;
 - d) let someone else (apart from a Third Party Provider) use a Commercial Charge Card; and
 - e) intentionally or with gross negligence failed to tell us as soon as possible of the loss or theft of the Commercial Charge Card, security information, or that you suspect someone has tried to use any of them.
- 11. Statements and Other Communications**
- 11.1.** It is very important that you check and you ensure Cardholders check the Cardholder Statements and you or the Cardholder inform us as soon as possible if any Cardholder 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 10 above for details about our liability for unauthorised or incorrect Card Transactions.
- 11.2.** If we need to investigate a Card Transaction on any Commercial Charge Card, you agree to co-operate and to ensure all Cardholders co-operate with us and with the police (if we need to involve them).

- 11.3.** Cardholder Statements will be provided on the same date, monthly, as agreed between you and us for every Commercial Charge Card issued by us.
- 11.4.** When we contact you in relation to a Cardholder Account and our Commercial 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 may also send you messages via the Online Banking Services.
- 11.5.** If we need to contact you because of suspected fraud or because of security concerns relating to a Cardholder 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.
- 12. Payment**
- 12.1.** We will debit the amount of all Card Transactions to the appropriate Cardholder Account when we receive them. You will be liable to pay us all amounts so debited and all charges from your Account.
- 12.2.** You must pay the full outstanding balance in respect of every Cardholder Account each month as shown on the Cardholder Statements, in sterling, including:
- 12.2.1.** Card Transactions a Cardholder authorises, even if the Cardholder does not present the Commercial Charge Card or sign for the Card Transaction; and
- 12.2.2.** Card Transactions that Cardholders permit others to authorise.
- 12.3.** Each month on the payment due date shown on the Cardholder Statements, we will automatically debit your Account with the amount necessary to clear the debit balance on the Cardholder Accounts. We will do so even if it results in your Account becoming overdrawn.
- 12.4.** Credits and refunds to Cardholder Accounts will be treated as payments made by you.
- 12.5.** You must ensure that the balance on your Account is sufficient to make the payment necessary to clear the balance of the Cardholder Accounts on the due date as shown on the Cardholder Statements.
- 12.6.** If the Commercial Charge Card Limit we have agreed with you is exceeded, we may, at our sole discretion, immediately debit the amount by which you have gone over the Commercial Charge Card Limit from your Account to within the Commercial Charge Card Limit. We may also, in our absolute discretion cancel any Commercial Charge Card issued to any Cardholder.
- 12.7.** If a Cardholder exceeds the Cardholder Limit we have agreed with you, we may, at our sole discretion, immediately reduce the debit balance on a Cardholder Account to within the Cardholder Limit, by debiting the amount by which the Cardholder has gone over the Cardholder Limit from your Account.
- 12.8.** If there are insufficient funds in your Account to cover the balance of the Cardholder Accounts as referred to in Term 12.3, we will debit your Account and seek recovery of the amount of the unauthorised overdraft on your Account. We may also, in our absolute discretion cancel any Commercial Charge Cards issued to any Cardholder.
- 12.9.** For the avoidance of doubt you are solely liable for the balance of the Cardholder Accounts and the Cardholders shall have no liability.
- 12.10.** If another bank tells us that money has been paid into a Cardholder Account by mistake, we are required to provide information to the payer's bank about you, the Cardholder Account, any Additional Cardholder and the payment in order that the payer can seek to recover the money.
- 13. Cardholders**
- 13.1.** You are responsible for ensuring that all Cardholders are aware of our Privacy Notice and read and sign the Application Form and comply with these Terms, particularly in relation to dealing with or using a Commercial Charge Card and authorising Card Transactions.
- 13.2.** A Cardholder's rights will be suspended or terminated pursuant to any suspension or termination of the Commercial Charge Card Services as set out in Term 19 and you must ensure that any Cardholder is aware of this.
- 13.3.** The Cardholder does not need to have his/her own account with us but it is an express condition of these Terms that the Cardholder is over 18 years old. We may require you to provide us with proof of age of a Cardholder.
- 13.4.** We reserve the right to limit the number of Commercial Charge Cards allowed in respect of your Account.
- 13.5.** You consent to us disclosing to the Cardholder details of Card Transactions, the Cardholder Limit and the balance on the Cardholder Account.
- 13.6.** Cardholders will not be permitted to make any alteration to any of your information or your Account details unless you have provided us with your express consent for them to do so.
- 14. Corporate Clients**

- 14.1.** This Term 14 only applies where you are a Corporate Client as notified by us in the Commercial Account Opening Form or otherwise in writing. As a Corporate Client you and we agree that the Terms are modified in their application to you as set out in Terms 14.2 to 14.4 below.
- 14.2.** Terms 10.5 and 10.8 in relation to the limitation of your liability for unauthorised payments from your Cardholder Account arising from the use of lost or stolen Commercial Charge Cards, or lost, stolen or misappropriated security details relating to Commercial Charge Cards do not apply to you as a Corporate Client.
- 14.3.** The refund rights in Term 10.4 do not apply to you as a Corporate Client.
- 14.4.** In relation to unauthorised payments from a Cardholder Account and the rights to refund under Term 10.3 where you notify us that a payment was not authorised, it will be your responsibility to prove to us that the payment was not authorised in order to be entitled to receive a refund.
- 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 the 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.
- 17. Confidentiality and Disclosure of Information**
- 17.1.** Confidentiality will be maintained in respect of your Commercial Charge Card Services and any Cardholders except:
- 17.1.1.** where we are compelled by law or regulation to disclose information;
 - 17.1.2.** where we are subject to a duty to the public to disclose;
 - 17.1.3.** where our interests require disclosure and it is reasonable for us to do so;

17.1.4. where disclosure is made at your request, or with your consent; and

17.1.5. within the Arbuthnot Banking Group PLC.

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

17.2. In respect of you or any Cardholder entering into a relationship with us for Commercial Charge Card Services, we may use credit reference agencies and fraud prevention agencies to make searches about you or any Cardholder. These agencies will supply us with credit information for use in the assessment of your or any Cardholder's credit standing and other information for the purpose of verifying your identity or that of the Cardholder. The credit reference agencies will record details of the search type (credit or identification), whether or not you or any Additional Cardholder's use the Commercial 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.

17.3. You agree that we may provide any documentation or information in relation to your Account or any Cardholder Account which may include Cardholder personal information 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.

17.4. 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 wish to borrow. This also applies to fraud prevention agencies if you provide false or inaccurate information or if we suspect fraud.

17.5. We may use credit-scoring methods to assess your application and to verify your and any Cardholder's 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.

17.6. The information may be used to make assessments for credit and to help make decisions about you. 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.

17.7. 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.

17.8. We may provide information about you and how you manage your Account in relation to the Commercial Charge Card Services and information about any Cardholder and how they manage their Cardholder Account to the following:

17.8.1. people who provide a service to you or are acting as your agents, on the understanding that they will keep the information confidential such as Third Party Providers;

17.8.2. anyone to whom you transfer or may transfer your rights and duties under any agreement with you;

17.8.3. subsidiaries of Arbuthnot Banking Group PLC; and

17.8.4. 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 17.3).

17.8.5. To another payment service provider when they attempt to recover money which has been transferred to your Account by them in error;

17.9. 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 Banker, or the Data Protection Office using the details outlined in the Arbuthnot Latham Privacy Notice www.arbuthnotlatham.co.uk/privacy-notice.

18. Liability

18.1. We will not be liable to you for:

18.1.1. any refusal or delay by any other person to accept a Commercial Charge Card, PIN or Commercial Charge Card number;

18.1.2. the way in which any other person communicates that refusal or delay or communicates any refusal to authorise a prospective Card Transaction; or

- 18.1.3.** 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.
- 18.2.** If any Cardholder leaves your employment voluntarily or otherwise, or on the bankruptcy or death of any Cardholder, your obligations under these Terms will continue in force and you will remain liable to us for all Card Transactions effected by the relevant Cardholder and any charges payable until payment is made of the full amount outstanding. You must notify us of any such circumstances so that we may cancel the relevant Commercial Charge Card.
- 18.3.** 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 a Cardholder did not authorise, our liability will be limited to the amounts wrongly debited to your Account and any interest and charges on those amounts.
- 18.4.** 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.
- 19. Termination or Suspension of the Commercial Charge Card Services**
- 19.1.** Our agreement in respect of the provision of Commercial Charge Card Services is open ended and of no fixed duration.
- 19.2.** You may terminate the provision of the Commercial Charge Card Services at any time by writing to us, telephoning or emailing your Banker.
- 19.3.** Subject to Terms 18.4 and 18.5, we may end the provision of the Commercial Charge Card Services by giving you two months' written notice.
- 19.4.** We can suspend or terminate the Commercial Charge Card Services at any time without notice if you:
- 19.4.1.** fail to pay the balance in respect of the Cardholder Accounts in full by the payment due date as set out in the Cardholder Statements; or
- 19.4.2.** breach these Terms and do not remedy such breach within a reasonable time after receipt of written notice to do so from us.
- 19.5.** We can terminate or suspend the Commercial 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.
- 19.6.** When either of us end the Commercial Charge Card Services you must:
- 19.6.1.** on demand, pay off all amounts owed in respect of the Cardholder Accounts, including in respect of Card Transactions made but not yet showing on a Cardholder Account; and
- 19.6.2.** procure that the Commercial Charge Cards are cut in two, taking care to cut through the chip and magnetic strip on the reverse of the card.
- 19.7.** 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 any Cardholder Account or your 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.
- 19.8.** These Terms will only terminate once you have paid off the balance in respect of the Cardholder Accounts. The provisions of these Terms will continue to apply (including our right to vary the Terms) but no Cardholder will have rights under it to use a Commercial Charge Card to make Card Transactions.
- 20. Variation**
- We may, at our discretion, by providing you with at least two months' written notice, vary any of these Terms. If Cardholders continue to use any Commercial Charge Cards 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 Commercial Charge Card Services without additional charges at any time before the proposed date they come into force.
- 21. Notices**
- 21.1.** 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.
- 21.2.** 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 email, at the moment of dispatch; and if left at your address, at the time of delivery.

22. Our Records

Except in the case of an error, our records will be conclusive evidence of your dealings with us in connection with the Commercial Charge Card Services. 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.

23. Recording of Calls

Your telephone calls with us may be recorded for your protection and/or quality control and monitoring purposes. This also applies to telephone calls with Cardholders.

24. Complaints

- 24.1.** Details of our complaints handling procedures are available on our Website and from us upon request. If you or an Additional Cardholder 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

- 24.2.** We are covered by the Financial Ombudsman Service (FOS). The FOS is available to settle certain complaints you or an Additional Cardholder 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

25. 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.

26. Agents

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

27. 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.

28. Assignment

- 28.1.** 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 Card Services. Your consent will be required where any such assignment may adversely affect the Commercial Charge Card Services provided to you.

- 28.2.** You agree that if you or an Additional Cardholder 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, and you will procure that any Cardholders will, cooperate with us if we decide to do so.

29. 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.

30. Language

All our communications will be in English.

31. 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

Registered Office

Arbuthnot House
7 Wilson Street
London EC2M 2SN

t +44 (0)20 7012 2500

commercialbanking@arbuthnot.co.uk
www.arbuthnotlatham.co.uk

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September 2018

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