

## Credit Card Other Terms For a Business Credit Card

(Regulated by the Consumer Credit Act 1974)

### TERMS AND CONDITIONS

#### A ENTERING INTO THIS AGREEMENT

##### 1 Our Agreement with you

- 1.1 Our agreement with you is set out in the credit agreement document above, in any documents identified under Security (Term 18), in these Other Terms and Our Service Relationship with our Business Customers Terms and Conditions (stored on our website). It is only intended to cover the Credit Card services that we provide for trade, business or professional purposes. You must enter into this credit agreement wholly or predominantly for the purposes of a business carried on, or intended to be carried on, by you.
- 1.2 You may be: a sole trader; an unincorporated body (for example a partnership); or any other person providing a service for others (including a personal representative or a trustee).
- 1.3 We will ask you to identify:
  - (a) the individual(s) who are to hold a Credit Card relating to your account (who we call your 'nominated cardholders');
  - (b) the individuals who you will authorise to give instructions on your behalf in relation to your account (who we call your 'authorised signatories').
- 1.4 We call nominated cardholders and authorised signatories collectively, 'account operators'.
- 1.5 An individual will not have any rights under this agreement in their capacity as an account operator. However, you will be responsible for their acts or omissions as if they were your own, and you should make them aware of your obligations under this agreement and of the provisions which refer to account operators. We will carry out checks in relation to account operators and other responsible individuals (for example, as part of our account opening procedures). Certain provisions of this agreement contain your consent to us carrying out those checks. You should be satisfied that you can give this consent on behalf of your responsible individuals before you enter into this agreement.
- 1.6 If there is an inconsistency between the terms of this agreement and the terms of any security document such as a Guarantee or Indemnity, the terms of this agreement (read with the Other Terms) shall override the security document.
- 1.7 Some words in this agreement have a special meaning. Where these words are used, you can see what they mean by referring to the place where we have put them in bold (which is usually the place where we first use those words or the best place for clearly explaining their meaning). For example, the following words have special meanings:
  - (a) 'you', 'nominated cardholders', 'authorised signatories' and 'account operators' — see Terms 1.3 and 1.4
  - (b) 'small business customer' and 'large business customer' — see Term 2.3, and
  - (c) 'transaction' — see Term 4.

##### 2 Your customer classification

- 2.1 Before we agree to provide our services to you, we will tell you whether we have classified you as a 'small business customer' or a 'large business customer'. This classification is important because, as we are entitled to do under the general law applicable to our payment and banking services and, in particular, the Payment Services Regulations 2009 (as from time to time amended, re-stated or re-enacted, the 'PSRs'), we treat you differently under certain provisions of this agreement depending upon your customer classification.
- 2.2 The following regulations of the PSRs do not apply if you are a large business customer:
  - (a) regulations 60, 63 and 64; and
  - (b) regulations 76(5) and 77 (to the extent that those regulations would otherwise be applicable).
- 2.3 We will generally classify you as a small business customer if at the time you become our customer you are an enterprise that employs fewer than 10 people and has a turnover and/or annual balance sheet total that does not exceed £2 million. However, we may for business and operational reasons decide to classify you as a small business customer, and so extend to you the protections afforded to small business customers under this agreement, even if you would not otherwise qualify. We will tell you when we do this. If we do not classify you as a small business customer, we will classify you as a large business customer. Where you are a part of a larger group of enterprises, we will consider the position of the group as a whole when determining your proper customer classification.

## TERMS AND CONDITIONS (*continued*)

- 2.4 We will review your customer classification from time to time. You must also tell us if you believe at any time that you should be re-classified. If we decide to reclassify you, we will tell you personally and provide you with not less than 60 days' notice of the terms that will apply to you under your new classification. Your re-classification will then take effect from the date that the new terms apply to you. Your re-classification will not affect: any rights or obligations that you have accrued or incurred under your existing customer classification; or your right to end your relationship with us at any time under Term 18. If you do not end your agreement with us before your re-classification takes effect, we will consider that you have consented to your re-classification. You will be bound by our agreement with you under your new customer classification from the time your re-classification takes effect.

### **3 Using your Credit Card**

- 3.1 We will issue each of your nominated cardholders with a card for their use. We may agree to give or send you or a nominated cardholder a card if you ask for one or to renew or replace an existing card. We will renew all Credit Cards periodically and replace them when they are lost or stolen. The use of any additional cards that we issue are governed by this agreement.
- 3.2 You must ask us in writing or tell us to issue a card to nominated cardholders. You are responsible for ensuring that any nominated cardholder understands and complies with the terms of this agreement and any other written notices we send to you. You will be responsible for the acts or omissions of each nominated cardholder as if they were your own, including any that you disapprove of or that breach this agreement. Nominated cardholders will not have the right of enforcement terms of this agreement. You can cancel the Credit Card held by a nominated cardholder by writing to us. You can tell us that you want to cancel the Credit Card held by a particular nominated cardholder by telephone or by coming into a Metro Bank store, but we will not give effect to this until you confirm it in writing.
- 3.3 Each card will require its own PIN - We will not reveal any PIN to anyone other than you or the nominated cardholder. You can change your PIN, or a nominated cardholder can change their PIN at any time before the card's expiry date or, if earlier, the date that we activate any replacement card that we give or send you or the nominated cardholder. You or a nominated cardholder can ask in any one of our stores how to set or change the PIN for your or their card. The types of transactions that can be entered into using the Credit Card are described in Term 4 below.
- 3.4 You or a nominated cardholder can stop using a card at any time and should immediately cut the card into at least two pieces through the magnetic strip and any Chip. You must let us know if this is done, as we can then cancel the card in our systems.

### **4 Entering into transactions**

- 4.1 As long as your credit limit is not exceeded, you or your nominated cardholder may use their Credit Cards in the following ways, each of which is a 'transaction' for the purposes of this agreement:
- (a) to pay for goods and services in person by presenting the card to a merchant who has agreed to accept the card and following their instructions to sign or enter a PIN;
  - (b) to make payments by telephone, internet or post; and
  - (c) to make cash withdrawals. An account operator will need to authorise any transactions. This may include the use of a PIN, card reader, card verification, signature or contactless technology. Once we have authorised a transaction, the transaction cannot be cancelled or stopped. You agree that the amount of any transactions made using the Credit Cards issued to your nominated cardholders may be debited to your account, subject to the provisions of this agreement relating to fraud, loss or misuse of the card.
- 4.2 The total amount owing under this agreement (including all sums owing in respect of transactions carried out by your nominated cardholder) must not at any time exceed your credit limit. You must also ensure that none of your nominated cardholder exceeds the separate credit limit for the time being notified to you in respect of that cardholder's card. You must not and must not permit nominated cardholders to use a card after its expiry date or after you receive notice that we have suspended the use of the card(s) or ended this agreement. You must not use, and you must not permit nominated cardholders to use a card to carry out transactions for illegal purposes.

### **5 Cash Machines**

- 5.1 We make available automatic teller machines ('Cash Machines') at which you or a nominated cardholder can access banking services using the Credit Card and PIN. A Credit Card can be used in all of our Cash Machines. We will be responsible for any loss on your account which occurs as a result of a fault in one of our Cash Machines.

## TERMS AND CONDITIONS (*continued*)

- 5.2 We may allow you and your nominated cardholders to use the Credit Card in Cash Machines in or outside the UK which are operated by other banks if such machines display the MasterCard and/or LINK logos. We will advise you if you and your nominated cardholders are able to use the card in these machines when you open your account. We may decide to stop, or impose limitations on, you and your nominated cardholders being able to use the cards in these Cash Machines in respect of particular types of account as a result of business or operational considerations. If we do this, we will endeavor to minimise the impact of this on the scope and convenience of the services we provide to you and, where possible, we will tell you what alternative arrangements we have been able to put in place. You are responsible for any charges made by other banks for using their Cash Machines. Unless it is our fault, we will not be responsible if you or your nominated cardholders cannot use the card in a Cash Machine operated by another bank.

### **B OUR OBLIGATIONS AND RIGHTS**

#### **6 Suspending use of the Credit Card, and refusing transactions**

- 6.1 You will not be able to use your existing card, and a nominated cardholder not be able to use their existing card, if we have stopped the card (for example, where you or an account operator has told us that the card has been lost or stolen). You or the relevant account operator will need to ask us to replace it.
- 6.2 We may suspend use of any card issued by us or delay or refuse to execute a particular transaction if:
- (a) we are required to do so to comply with the law or because a court or other authority tells us to act in that way;
  - (b) you have significantly or persistently broken this agreement (whether by your own acts or omissions or those of your account operators);
  - (c) we reasonably think that there has been (or we suspect there has been) fraud or other suspicious activity involving your account(s);
  - (d) we reasonably think that you or any account operator have used or are using or obtaining, or may use or obtain, a service or money illegally, fraudulently or improperly, or that someone else acting on your behalf may do so;
  - (e) you have failed to pay any money you owe us when due or we reasonably think that there is a significantly increased risk that you may be unable to repay us what you owe;
  - (f) there has been a breach of security or we are uncertain whether an instruction has in fact been given by you or an authorised signatory; any security provided in relation to this agreement becomes void or unenforceable or (in the case of a guarantee or indemnity;
  - (g) provided by an individual) the person providing the security dies or becomes of unsound mind, or a petition for a bankruptcy order is presented against them or they make a proposal to their creditors for a voluntary arrangement or (in the case of a guarantee or indemnity provided by a body corporate) any insolvency event in relation to that body corporate.
- 6.3 We may also (acting reasonably) delay or refuse to execute a particular transaction if:
- (a) the payment instructions are not clear or you or your account operator have not provided us with the correct details;
  - (b) we reasonably think that the execution of the transaction might cause us to breach a legal requirement or expose us to action from any government or regulator; or
  - (c) Term 15.1 applies (for partnerships).

#### **7 Refunding transactions**

- 7.1 If we are told by a payer or another bank that a sum of money has been paid into your account by mistake, we can take that sum of money from your account without your express consent. We will only do this if we accept that there are reasonable grounds to suspect that it was a mistaken payment and provided we have been notified of it within a reasonable timescale. We will notify you as soon as we have done this and give you the chance to explain the situation. After a reasonable time has elapsed in which you have failed to satisfy us that you are entitled to the money, we will return the payment to the payer or relevant bank. We will act reasonably at all times and try to minimise inconvenience to you. If we are not able to recover money from you that has been paid into your account by mistake we are obliged by law to co-operate with the payer's bank in its efforts to recover the money from you.

## TERMS AND CONDITIONS (*continued*)

- 7.2 If we do not carry out a transaction correctly and the recipient then tells their bank that the amount of the transaction has not been received, we will as soon as possible refund the amount of the transaction and any charges and interest you have paid. We will not provide a refund if we can show that the failure was due to your instruction being incorrect, or the payment was received by the other bank (in which case that bank is responsible).

### **8 Reliance on security and other details to access relevant private information**

- 8.1 We will assume that we are dealing with you or an account operator when:
- (a) we are provided with your or that account operator's security details to access relevant private information or use the facilities we provide under our online or telephone banking services; or
  - (b) we send your account information to a mobile phone number or email address that you have registered with us under our text and email messaging service.
- 8.2 We are not responsible if we give someone else access to relevant private information or use of these facilities in reliance on their provision of your or an account operator's security details or if we send your account information to a registered mobile phone number or email address, unless we are at fault. It is essential for you and your account operators to take proper care of your and their security and other details by following the precautions we recommend, and for you to tell us of any changes in your contact details and those of your account operators.
- 8.3 This Term 8 does not affect our responsibility for unauthorised payment transactions under Term 16.

### **9 Credit reference agencies (CRA)**

- 9.1 An 'association' linking your financial records and/or each of your responsible individuals may be created by the credit reference agencies. This will be entered into each of your financial records until one of you successfully applies to the CRAs for a disassociation.
- 9.2 As necessary, we will update the credit reference agencies with details of the status of your account (including the outstanding balance), whether you have made or missed your repayments, details of any defaults, any changes to your personal data or that of your responsible individuals, and any special circumstances that apply to your account such as whether you have entered into an arrangement with your creditors. These details will be added to your record.

## **C YOUR OBLIGATIONS AND RIGHTS**

### **10 Contacting us**

- 10.1 We will only accept communication and instructions from you in English. Please call us on 0345 08 08 508 if you are in the UK; or +44 20 3402 8312 if you are outside the UK, or come into one of our stores, if:
- (a) you need to notify us of the loss, theft or likely misuse of a credit card or any of the other things mentioned in Term 29.1; or
  - (b) you wish to request that we allow a payment or replace one or more credit cards;
  - (c) you wish to suspend our text and email messaging service; or
  - (d) you wish to question a potentially unauthorised or incorrect entry on your account.

### **11 Repayments**

- 11.1 You are solely responsible for repaying the amount owing on your Business Credit Card account. It is your responsibility to seek reimbursement from your nominated cardholders of any expenditure which you wish to reclaim from them. To help you do this we will include in your monthly statement details of the transactions made on each card, but we will not provide statements to your nominated cardholders and we will not seek payment from them.
- 11.2 Any payment from you will be credited to your total outstanding balance once it has been received, cleared and processed by us. You may pay by one-off payment from your Metro Bank account or your account at another bank, or by bringing cash or a cheque into any Metro Bank store. It is your responsibility to allow sufficient time for any payment to be received, cleared and processed by the due date for payment. When a payment clears depends on how it was made and where it came from. Full details of how to make payments are available at any store or online. You can also call us to find out more information. You will not be held responsible if a payment is late because we failed to process it as soon as we received it. If at any time your account has a credit balance (for example, if you pay more than the outstanding balance on your account) we will not pay you any interest on the credit balance but will use it as a contribution towards future monthly payments unless you instruct us otherwise.

## TERMS AND CONDITIONS (*continued*)

- 11.3 As soon as we ask you to, you must:
- (a) repay any amount by which your credit limit has been exceeded (or the amount by which the separate credit limit which applies to any card issued to a nominated cardholder has been exceeded); and
  - (b) make any payment which you have failed to pay on time.
- 11.4 If you miss a minimum payment in any month ("month 1"), your statement for the next month ("month 2") will show the minimum payment for month 2, the minimum payment you failed to make in month 1 and any interest that we have applied to outstanding amounts.
- 11.5 If any taxes apply to you as a result of entering into this agreement you must pay them yourself.
- 11.6 All repayments must be in Sterling.

### **12 Important security information - taking care of your Credit Card**

- 12.1 You and your account operators must take all reasonable precautions to keep safe and prevent fraudulent use of your and their Credit Cards and security details (including PINs, security numbers or passwords), including those which allow you or them to use our online banking service, telephone banking service and text messaging service.
- 12.2 Until you tell us that your Credit Card or any nominated cardholder's Credit Card may be misused, you may be liable for any losses caused by the misuse of your or their Credit Card by someone who obtained it with your or a nominated cardholder's consent.
- 12.3 If you or your account operators use our online banking service outside the UK, you should check that this is permitted under local law. We are not responsible for any loss or damage that you may suffer as a result of your not being permitted to use our online banking.

### **13 Lost or stolen cards**

- 13.1 You must tell us immediately if:
- (a) your Credit Card, PIN or password (or that of an account operator) is lost or stolen or likely to be misused;
  - (b) a replacement card is not received by you or an account operator;
  - (c) if you or an account operator suspect that your account is being misused in any way; or
  - (d) you or an account operator suspect that any detail of a transaction which appears on a monthly account statement is incorrect.
- 13.2 You should tell us by contacting us. If we ask you to do so, you must confirm what you tell us in writing within seven calendar days, by writing to: Card Operations Metro Bank PLC, One Southampton Row, London, WC1B 5HA.
- 13.3 You or your account operators must give any information they have regarding the circumstances of the above and take all reasonable steps to help recover the card. Once you have told us, we will take whatever steps we consider appropriate to protect your account. This may include cancelling your card.
- 13.4 If you or a nominated cardholder finds your or their card after having called us to advise us of its loss, it must not be used again. You or the nominated cardholder (as appropriate) must destroy it by cutting it into two pieces through the magnetic strip and any Chip.

### **14 Responsibility for your account**

- 14.1 If you are a sole trader, you are personally responsible for any money that your business owes us and for complying with the terms of this agreement.
- 14.2 If you are a partnership, personal representative or trustee, then:
- (a) each account-holder is jointly and individually liable for any money that is owed to us on your Credit Card account(s) - this is so,
  - (b) even if that account-holder has subsequently ceased to be a partner, personal representative or trustee (unless we have agreed otherwise in writing);
  - (c) each account-holder is separately responsible for complying with the terms of this agreement;
  - (d) we may demand repayment from and take action against all or any account-holders for all or part of any money that is owed on your account(s); and
  - (e) if an account-holder dies, the survivor(s) may continue to operate the account(s) and, if there is more than one survivor, this Term 14.2 shall continue to apply to your account(s).

## TERMS AND CONDITIONS (*continued*)

- 14.3 For this purpose
- (a) each partner of a general partnership; and
  - (b) the general partner(s) of a limited partnership, will each be considered an 'account-holder'.
- 14.4 We may apply additional provisions to other forms of partnership that are not described in this Term 14. A limited liability partnership is a body corporate and is not covered by this Term 14 or 15.

### **15 Terms applicable to partnerships only**

- 15.1 This applies to you if you are members of a partnership.
- 15.2 You must tell us immediately if there is a dispute between the partners about the partnership business. If there is a dispute, we may require all partners to authorise Credit Card transactions until all partners agree how the partnership accounts are to be run. If we decide to require authorisation from all partners for transactions, no payments out of the partnership Credit Card account will be made unless authorised by all partners and all facilities requiring authorisation from only one partner or account operator (for example, use of any card or our online banking service) will be suspended until the dispute is resolved.
- 15.3 If any partner who is an account holder dies or ceases to be a partner of the partnership, we may treat any continuing partners who are account holders as having full power to carry on the partnership's business and to deal with its assets as if there had been no change in the partnership. This applies unless we receive written notice to the contrary from any of the continuing partners who are account holders, or from the executors, personal representatives or trustees of any deceased partner who was an account holder.
- 15.4 If we are owed money on the partnership Credit Card account:
- 15.5 when a partner who is an account-holder dies, the deceased partner's estate remains responsible for paying the debt and we may require payment from the deceased partner's assets; and
- 15.6 when a partner who is an account-holder leaves the partnership, that partner and each continuing partner who is an account-holder remains separately responsible to us to repay all the debts.
- 15.7 The partnership must notify us immediately if there any changes in the partnership. The current partners must also ensure that any new partner signs a confirmation of any existing authorities in our favour. Our mandate will not be affected by: any change in the name of the partnership or in its constitution; any change in the partners as a result of death or bankruptcy; or the retirement or expulsion of any partner or any new partner joining the partnership.

## **D IF THINGS GO WRONG**

### **16 Unauthorised transactions**

- 16.1 If you are a small business customer, we will be responsible for any transactions that you did not authorise unless provided for in the below Term 16.3 or Term 16.4.
- 16.2 If you are a large business customer, then unless the Term 16.3 or Term 16.4 applies, we will be responsible for any transactions that you did not authorise.
- 16.3 You will be responsible for any use of your card, or that of a nominated cardholder, by a person who is acting as your agent, or who the law treats as acting as your agent.
- 16.4 You will also be responsible for any use of a card by a person who took possession of it with your (or your nominated cardholder's) consent. However, unless you have acted fraudulently, this Term 16.4 does not apply to any use of the card by such a person:
- (a) after you have notified us that the card is lost or stolen or that it may be misused; or
  - (b) where the card is used to pay for goods or services under a contract which is made without the parties being in each other's presence (e.g. where the contract is made over the telephone or internet).
- 16.5 If you tell us that a transaction with your card was not authorised by you (or a nominated cardholder) we will examine your account and the circumstances of the transaction. Once we are reasonably satisfied that the transaction was not authorised by a nominated cardholder and that we are required to refund it, we will refund the transaction amount together with any interest and charges on that amount. If we subsequently discover that you were not entitled to a refund, we may re-debit the amount of the transaction to your account. This will take effect from the original date the transaction was added to your account.
- 16.6 We will not be liable where you give us incorrect account details in respect of a payment you wish to make. However, we will make reasonable efforts to help you get the money back.

## TERMS AND CONDITIONS (*continued*)

### 17 General liability

- 17.1 We will take reasonable care in providing our services to you. Subject to this Term 17.2, we will not incur any liability to you except to the extent that such liability results from our negligence, willful default or fraud.
- 17.2 Nothing in Term 17.1 above excludes our liability for breach of our obligations:
- (a) to pay you any refund that we are required to make under and in accordance with Term 16;
  - (b) to keep relevant private information secure;
  - (c) to comply with the restrictions on the exercise of our right of set-off; and
  - (d) to repay any money we owe you under and in accordance with this agreement.
- 17.3 We will not be liable to you under any express or implied term of this agreement, or in tort (including negligence), or for misrepresentation, or for breach of any other duty imposed by law or in any other way for any indirect, special or consequential loss or damage howsoever arising (including, but not limited to, loss of business, loss of data, loss of profits and third party claims), whether or not that loss or damage could reasonably have been anticipated by us.
- 17.4 We shall not be in breach of this agreement and we shall not be liable for any losses or costs you suffer as a result of any failure to perform our obligations under this agreement, if we can prove that such failure was caused by:
- (a) abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all our efforts to the contrary; or
  - (b) our compliance with European Union or UK laws or the requirements of any of our regulators; or our taking or failing to take any action.
- 17.5 Nothing in this agreement excludes or limits:
- (a) our liability for our own fraud or that of our employees or agents;
  - (b) your liability for your own fraud or that of your employees, account operators or agents;
  - (c) our liability for death or personal injury caused by our negligence or that of our employees or agents; or
  - (d) any other liability that cannot lawfully be excluded or limited under general law.
- 17.6 We use third parties to help us provide our services to you. We are responsible to you for their acts or omissions as if they were our own. Such third parties do not accept any responsibility to you. You must not take any action against them to recover compensation or other remedy for any loss you may suffer as a result of any act or omission for which we are responsible. This term 17.6 operates for the benefit of any such third party and is enforceable by them accordingly. These Terms may be changed or ended without requiring the consent of any such third party.

### 18 Ending this Agreement

- 18.1 This agreement has no fixed end date or minimum duration and you can end it any time as set out below.
- 18.2 Your notification must be signed by your authorised signatories in accordance with the terms of your mandate with us. If you end this agreement, you must repay all amounts that you owe us on your Business Credit Card account. Interest will continue to accrue after the agreement is ended until you have paid the amounts you owe us.
- 18.3 We may end this agreement at any time after the expiry of any notice we are required to serve on you under the Consumer Credit Act 1974. You must pay all amounts that you owe us on your Credit Card account within 28 calendar days of receiving our notice. Interest will continue to accrue after the agreement is ended until you have paid the amounts you owe us.