

Cardmember Agreement

1. Acceptance

- (a) Please read this agreement carefully.
- (b) Once you receive the Card and you sign or use the Card, you are agreeing to the conditions of this agreement, which covers how you use the Card and if we renew or replace it.
- (c) This agreement means that you and the business account holder will be liable for the charges as set out in paragraphs 3a and 3b.
- (d) If you agree to keep to this agreement, once you receive the Card, sign the Card immediately. The Card is only valid for the period stated on the front of it. You may not use the Card if it has been cancelled or expired.
- (e) You can cancel this Agreement in the fourteen calendar days beginning on the day after this Agreement is concluded and at any time thereafter. Please cut the Card in two and write to us at American Express UK, Card member Services, Amex House, Edward Street, Brighton, East Sussex, BN88 1AH confirming that you want to cancel the Card account. If you or we cancel within fourteen calendar days beginning on the day after this Agreement is concluded, you will, except for any annual fee, be liable for any applicable Charges incurred.

2. Definitions

- (a) 'Card' - the American Express Card given to you by your business. It also applies to any Card which is renewed or replaced.
- (b) "Card Anniversary Date" – The date one year after we open your account and the same date in subsequent years.
- (c) 'Replacement' Card - the Card we issue if your Card is lost, stolen, damaged, does not arrive or is replaced at your request.
- (d) 'You' and 'Your' - The person named on the Card.
- (e) 'We' and 'us' – American Express Services Europe Limited (Registered Address at Companies House: Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX, UK. Registered Number at Companies House: 1833139) and any holding, subsidiary or affiliated companies and licensees taking part in the American Express Card Service.
- (f) 'Business account holder' and 'The business' - the company, business or firm in whose name the account is held and who asked us to issue you a Card.
- (g) 'Charges' - all amounts we charge to your Card account, including the annual fee for the Card, late payment charges (see paragraph 6) and all other amounts you owe.
- (h) 'Service establishments' - businesses which accept the Card as payment for goods or services.
- (i) 'Record of charge' – the form giving details of each charge when you buy goods or services. You may be asked to sign a record of charge, but if the charge is made by phone or mail order, or from an automated payment machine (for example, in a car park), this form will be filled in by the service establishment or us without your signature.
- (j) 'First applicant' - the person who asked us to open a Card account in the name of the business by signing the business's application for the Card account and who has asked us to issue you with a Card. The first applicant must be the owner, partner, director, officer or committee member of the business.
- (k) 'PIN' – your personal identification number to use in conjunction with the Card.
- (l) 'Supplementary Card' – the Card we issue to other people (for example, employees of the business) on your request to use on your Card account.
- (m) 'Cash Withdrawals' – any Cash withdrawn by using the Card, PIN or as you have authorised.

3. Using the Card

- (a) You are the only person entitled to use the Card or the PIN issued to you. The business and the first applicant are jointly and individually responsible for paying all Charges on all Cards issued on the business account. If you are not the first applicant, you and the business are jointly and individually responsible for paying all Charges made by you or any other person using your Card if he or she has your permission.
- (b) Your business is responsible for paying all Charges on all Cards on the business account.
- (c) You must not sell or return for a cash refund any unused goods, tickets or refuse services paid for with the Card. However, you may return goods or tickets to the service establishment and ask for the amount to be put back onto your Card account (if the service establishment agrees).
- (d) If you use the Card to buy insurance, you must authorise us to pay premiums for you. We will charge these amounts to your Card account. You must tell us and the insurer in writing if you want to cancel your policy or do not renew the policy. If you are due a refund, we will add the money to your Card account.
- (e) We may refuse any request for authorisation of a Charge if we have a valid reason. This could be to prevent fraud or because we think you may not be able to pay your Card account in full and on time. In these cases we do not have to give you notice beforehand but we will tell you afterwards.

4. Statements

a) We will send Card account statements to you or the business, depending on which billing system the business chooses, periodically. We will send a statement at least every 12 months. Each statement will show important information about your account, such as outstanding balance, the payment due, the payment due date and will include Transactions made by you and any Supplementary Cardmembers, or other person using the Card with your permission. Always check each statement (whether online or paper copy) for accuracy and contact us as soon as possible if you need more information about a Transaction on any statement.

If there has been a Transaction on the Account or you owe any money during a monthly statement period, but do not receive a statement shortly after your statement date, you must tell us as soon as possible. If any item in a statement seems wrong or it appears from your statement that the Card is being misused, you must tell us as soon as possible.

You agree we may send you notices, including notices of variation of this agreement with your statement (whether online or paper copy).

If you have a complaint or problem with your statement or any Transaction on it inform us immediately. If we request, you agree to promptly provide us with written confirmation of your complaint or problem.

If you enrol in online statements you agree that we may stop sending paper statements. You agree that any specific terms about online statements we advise you at enrolment will apply and form part of this agreement.

b) You and your business are responsible for all Charges made on your Card account according to paragraphs 3a and 3b above.

c) You must tell us immediately about any change in your home, email (if we communicate with you by email) and billing addresses. You must also tell us if your phone number changes.

5. Foreign currency charges

If you make a Charge in a currency other than in Pound Sterling, that Charge will be converted into Pound Sterling. The conversion will take place on the date the Charge is processed by American Express, which may not be the same date on which you made your Charge as it depends on when the Charge was submitted to American Express. If the Charge is not in U.S. dollars, the conversion will be made through U.S. dollars, by converting the Charge amount into U.S. dollars and then by converting the U.S. dollar amount into Pound Sterling. If the Charge is in U.S. dollars, it will be converted directly into Pound Sterling.

Unless a specific rate is required by applicable law, you understand and agree that the American Express treasury system will use conversion rates based on interbank rates that it selects from customary industry sources on the business day prior to the processing date, increased by a single conversion commission of 2.73%. If Charges are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates selected by them.

6. Payment of Charges

(a) You or the business must pay all Charges in full as soon as you or the business receives the Card account statement. You must pay us in Sterling.

(b) If you or the business pays in any currency other than Sterling, we may refuse to accept it. If we do accept payment in another currency, we will change it into Sterling at the standard rate we set on the date we receive the payment. In this case, or if you pay using a cheque drawn on a bank account outside the UK, there will probably be a delay before the money is put into your Card account. We may also charge you for the extra administration involved in collecting these payments, including costs for changing the foreign currency into Sterling on the date we receive the payment.

(c) If we choose to accept late or part payments, we will not lose any of our rights under this agreement or under the law.

7. Late Payment Charges

(a) We will apply the following charges for late payment of any amount you owe us ('late payment charges'):

- i £12 to be charged in respect of all amounts you still owe after 30 days from the Card account statement date;
- ii And £12 to be charged in respect of all amounts you still owe after 45 days from the Card account statement date;
- iii And £12 to be charged in respect of all amounts you still owe after 60 days from the Card account statement date;
- iv And if we refer your Card account to a collection agency (which may be a firm of solicitors), we will also charge you for any costs that we have to pay in recovering any amount you owe

us and any costs that the agency incurs in trying to recover any outstanding amount on our behalf. We will continue to add late payment charges to the amount you owe at the rate of £12 each month, until you have paid the amount you owe. You must pay late payment charges after, as well as before any judgement, if the case is taken to court.

- (b) We will charge for any costs associated with any direct debit or cheque which cannot be paid in full.
- (c) We may, at any time, as a continuous right, without notice or demand, set off against any credit on your Card account any amount due by you to us on any other Card account (in whatever currency) you have with us, until your liability for the amount owed is fully satisfied and discharged.

8. Questions about Charges, cancelling Charges and accepting Cards

- (a) If you have any 2questions about Charges on your Card account, you must contact us immediately.
- (b) Unless the law 2says otherwise, we are not responsible for goods or services charged to your Card account. Once you have charged goods or services to your Card account, you cannot later cancel that Charge. You must pay us the full amount shown on your Card account statement. If you have a dispute about the goods or services you have bought, you must settle this with the service establishment.
- (c) We are not responsible for:
 - i your Card not being accepted or the way your Card is accepted or refused;
 - ii failing to carry out our obligations under this agreement as a result of any system failure, other data processing failure, industrial dispute or other event outside our reasonable control or
 - iii any indirect loss or damage.
 - iv damages arising under this agreement out of special circumstances or out of unusual circumstances.

9. Cash withdrawals and payment machines

- (a) If you use the Card in a cash machine or other automated payment machine (for example, at a petrol station or car park), we are not responsible for any loss or damage that you may suffer. However, we will repay any charges incorrectly taken from your Card account which have been paid to us. If you join the American Express 'Express Cash' service, this will be covered by a separate agreement.
- (b) Whenever you make a cash withdrawal we will charge a fee of £3 or 3% of the amount of any cash withdrawal (whichever is greater).
- (c) There is a limit on cash withdrawals and we will tell you about this limit. We may change the limit on cash withdrawals at any time and will tell you about the change.

10. Liability for loss, theft and misuse of Cards

- (a) You must take proper care to ensure that the Card, Card details and PIN are safe, to stop anyone else using them. You must follow our instructions about using the Card, Card details and PIN and about keeping them safe. You must keep your PIN secret at all times. You must not keep a note of your PIN on the Card itself or on anything else you usually keep with the Card. You must not write down your PIN. If you lose the Card, it is damaged, stolen or someone else finds out what the PIN is, or if you think the Card may be or is being misused you must tell us immediately. The number to call is:

Telephone No: 01273 620555.

As long as you notify us immediately you will not be responsible for more than £20 of losses which result from someone else using the Card. However, you will be responsible for all Transactions (including Cash Withdrawals) made using the Card by anyone who obtained possession of it with your or the Additional Cardmember's permission, or if you or the Supplementary Cardmember have acted dishonestly or negligently. If you find the Card after you have reported it lost, stolen or missing, you must not attempt to use that Card.

You must tell us immediately if the Card is lost, stolen, damaged or does not arrive when it is due or if another person finds out what your PIN is. You must also tell us if the Card or PIN is being used by another person without your permission.

- (b) If your Card or PIN is used by another person with your permission, you will be responsible for all Charges made on the Card up to the time you tell us that you have withdrawn your permission.
- (c) If you then find the Card you reported missing, you must not use it. You must cut it in two and tell us immediately that you have found it. You must continue to use the Replacement Card we sent you.
- (d) You must give us all the information you can about the circumstances of any loss, theft, damage or unauthorised use of the Card or PIN. We may give this information to other companies or people investigating the matter.

11. Renewing the Card

- (a) You authorise us to renew all Cards on your Card account before expiration of their valid dates. We will charge you Card fees every year beginning on the date we open your account and thereafter on the Card Anniversary Date..
- (b) We will continue to renew or replace the Card until you or the business asks us to stop.

- (c) Unless you say otherwise, you authorise us to issue you and any supplementary Cardmember with a green, gold or any alternative Card for you or any supplementary Cardmember, if applicable, to use under these conditions. You also authorise us to cancel your Card and that of any supplementary Cardmember and replace it with any alternative Card if, for any reason, we decide that the current Card is no longer appropriate.

12. Cancelling Cards

- (a) The Card is our property and you must return it to us if we ask. We can take away your right to use the Card and/or close your account. We can do this without giving you notice beforehand if we have a valid reason. This could be to prevent fraud or because we think that you or the business may not be able to pay your Card account or the business account in full and on time. If we do this, we will tell you immediately afterwards. Under normal circumstances, we will not take away your right to use the Card and/or close your account without giving you at least 30 days' notice. Subject to clause 1(e), if we take away your right to use the Card and / or close your account, you must pay all charges you owe on the account and all charges you own not yet debited to your account.
- (b) We may list cancelled Cards in our Cancellation Bulletin and tell service establishments of these cancellations. If consequently a service establishment asks you to give it your Card, you must do so.
- (c) You or the business may cancel your Card.
- (d) You must not use the Card after it has ended or has been cancelled. You and the business will continue to be responsible for any Charges (under paragraphs 3a and 3b) made by you or any other person using the Card with your permission after it has ended or it has been cancelled.
- (e) Where a CARD is cancelled (under any circumstances whatsoever), you must notify promptly any relevant service establishment and tell them to cancel any recurring transactions without delay, such as subscriptions, periodically charged to your Card.

13. Changing this agreement

- (a) We can change this agreement at any time and will tell you immediately, in writing, if we do this. If a change is to your disadvantage, we will notify you at least 30 days before we make the change. If a change is to your advantage we will notify you within 30 days of making the change. We will consider that you have accepted the changes if you continue to keep and use the Card.
- (b) We can transfer our rights under this agreement and will tell you immediately if we do so. We will consider that you have accepted such a transfer if you continue to keep and use the Card.
- (c) If you do not accept any changes to this agreement, you can end the agreement by cutting the Card in two and notifying us in writing that you want to cancel the Card account. You and the business will still be liable for all charges made by you or any other person using the Card with your permission (including fees and late payment charges) up to the date you end this agreement. Please do not return the destroyed Card to us.

14. Use of Personal Information

- (a) We will disclose information about you, the Business, your application for the Card, your Card Account and Charges on it (which may include details of goods and/or services purchased) to companies within the American Express group of companies worldwide (including other organisations who issue the Card), to companies who distribute the Card, to any other party whose name or logo appears on the Card issued to you, to any party authorised by you, to our processors and suppliers and to organisations who accept the Card in payment of goods and/or services purchased by you and obtain such information from those parties and we will also use such information in order to administer and service your Account, process and collect Charges on it, manage any benefits or insurance programmes in which you or the Business are enrolled and reconcile payments due by us to the above companies, processors, suppliers and organisations arising as a result of the issue of the Card to you and /or its use by you. Where you purchase goods and/or services on behalf of a third party, you confirm that you have obtained the consent of that third party to the disclosure of his or her information to American Express for these purposes.
- (b) We, other companies within the American Express group of companies worldwide (including other organisations who issue the Card), companies who distribute the Card and other companies specifically selected by us will have access to and will use information about you, and how you use your Card account to develop lists for use within the American Express group of companies worldwide (including other organizations who issue the Card) and other select companies in order that we or these companies may develop or (unless you ask us not to) make offers to you (by mail, email, telephone, via the internet, or by SMS) of products and services in which you may be interested. The information used to develop these lists may be obtained from the Application form and process, from information on where you use and what Charges are on your Card, from surveys and research (which may involve contacting you by mail, email, telephone, via the internet, or by SMS) and from information obtained from external sources such as merchants or marketing organizations, to the greatest extent permitted by law.
- (c) We will exchange information about you and your Card account with credit reference agencies. If you owe us money and do not repay in full or on time, we may tell credit reference agencies who will record the outstanding debt. This information may be shared with other organisations in assessing applications from you and applications from any other party with a financial association with you for credit or other facilities and for preventing fraud and tracing.

- (d) We will carry out credit checks whilst any money is owed by the Business or you on your Card Account (including contacting you and/or the Business's Bank, Building Society or any approved referee) and disclose information about you, your Card Account and the Business to collection agencies and lawyers for the purpose of collecting debts on your Card Account.
- (e) We will carry out further credit checks, including at credit reference agencies, and analyse information about you, the Business and Charges on your Card Account to assist in managing your Card Account, authorise Charges on it and to prevent fraud. These credit reference agency searches will not be seen or used by other organisations to assess your ability to obtain credit.

We will check your details with fraud prevention agencies. If false or inaccurate information is provided and we suspect fraud or fraud is identified, this will be recorded, and we may pass details to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

1. Checking details on applications for insurance, credit and credit related or other facilities;
2. Managing credit, credit related accounts or facilities, and insurance policies;
3. Recovering debt;
4. Checking details on applications, proposals and claims for all types of insurance; or
5. Checking details of job applicants and employees

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Please contact us at American Express Services Europe Ltd, New Accounts Dept (OCU), Department 149, Brighton BN88 1AH, if you want to receive details of the relevant UK fraud prevention and credit reference agencies.

- (f) If you contact us by any electronic means, we may record any electronic identifier, including telephone numbers or internet protocol address, supplied at the time.
- (g) We will monitor and/or record your telephone calls to us, or ours to you, either ourselves or by reputable organisations selected by us, to ensure consistent servicing levels (including staff training) and Account operation and to assist, where appropriate, in dispute resolution.
- (h) We will link and/or consolidate with other companies within the American Express group of companies worldwide information about you, your Card Account and the Business with information about other products and services you and/or the Business maintain with the group in order to manage, maintain and develop our overall relationship with you and the Business and to help us identify products and services in which you or the Business may be interested.
- (i) We will undertake all of the above within and outside the UK and the European Union. This includes processing your and the Business's information in the USA in which data protection laws are not as comprehensive as in the European Union. When you travel or make foreign purchases by mail, email, telephone or via the internet, American Express will also disclose to or access your and the Business's information in other countries outside the European Union in which the data protection laws may not be as comprehensive as in the European Union. In this case, American Express has taken appropriate steps to ensure the same level of protection for your information in the USA and other countries as there is in the European Union.
- (j) We will undertake all of the above in respect of any supplementary Cardmember on your Card Account. Where you have approved the issue of a supplementary Card, you confirm that you have obtained the consent of the supplementary Cardmember to disclose his or her information to American Express and process it for the above purposes.
- (k) We use advanced technology and well-defined employee procedures to help ensure that your and the Business's information is processed promptly, accurately, completely and securely. Therefore, in order to maintain the effectiveness and security of these systems, policies and procedures, it will be necessary from time to time to process your and/or the Business's information for testing purposes.
- (l) If a Card is issued to you, we will send you details of how we protect your information. You will also be given the opportunity to have your name and address removed from any marketing programmes. Please write to us at American Express Services Europe Limited, Department 68, Amex House, Edward Street, Brighton, East Sussex BN88 1AH, if you wish to opt out of marketing programmes.
- (m) We keep information about you and the Business for so long as is appropriate for the above purposes or as required by applicable law. If you ask, we will tell you what information we hold about you and provide it to you in accordance with applicable law. There may be a charge for this, as permitted by law. If you believe that any information we hold about you is incorrect or incomplete or if you wish to opt out of marketing programmes., you should write without delay to American Express Services Europe Limited, Dept. 2007,

Amex House, Edward Street, Brighton, East Sussex BN88 1AH. Any information which is found to be incorrect or incomplete will be corrected promptly.

15. Complaints Procedure

If you have any complaints about your Account or the service you have received, please contact our Customer Relations Department at American Express UK, Department 66, Edward Street, Brighton, East Sussex, BN88 1AH. If you are unable to resolve your complaint with Amex, you may refer it to the Financial Ombudsman Service, south Quay Plaza, 183 Marsh Wall, London E14 9SR.

16. Relevant law

- (a) This agreement is governed by the laws of England. You are responsible for keeping to any exchange control regulations or the local regulations if they apply to use of the Card and Account. However, you agree that we can carry out collection proceedings in any country where you may be living.
- (b) You are responsible for keeping to any exchange control regulations or the local regulations if they apply to use of the Card and Account.
- (c) If any part of this agreement is not valid, be illegal or cannot be enforced, the other parts of this agreement will not be affected and will continue to be valid legal and enforceable.