

American Express® Business Gold Card Agreement

The parties to this agreement are us, American Express Services Europe Limited and you, the Cardmember who sign(s) the agreement. Where your business is a limited company or limited liability partnership, there will be two joint Cardmembers, (i) the limited company or the limited liability partnership (as the case may be); and (ii) a director or a member of the limited company or limited liability partnership, both as identified in the application form for this agreement.

Part 1 of your agreement

1. Contact details	
<p>Our address: Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX</p> <p>Telephone number: 0800 917 8043</p> <p>Website: americanexpress.co.uk</p> <p>If you register for an online account, you can also contact us using the online account centre. Visit our website to access or register for your online account.</p>	
2. Fees, charges and other costs	
2.1 Fees and charges	
Cardmembership – you can choose to apply for a card with certain card benefits. Or you can opt for a card without those card benefits (called a Basic Business Card). Please see the explanation under “Card benefits” in Part 2 of this agreement.	<p>£125 annual fee</p> <p>Cardmembership fee is charged for each membership year and is applied to your account on your first statement date (or such later date as is notified to you) and the statement date following each membership anniversary.</p> <p>There is no cardmembership fee for the Basic Business Card.</p>
Supplementary cardmembership fee	<p>Complimentary for up to 99 supplementary cardmembers.</p> <p>You can add up to 99 complimentary supplementary Business Gold Cards.</p>
Late payment - if you're late in paying off the full amount you owe each month (we won't charge if you owe £12 or less)	£12
Returned payment - if we have to return a payment you've made because it's recalled by the bank that sent it	£12
Copy statement	£2
Non-sterling transaction – on the amount after we've converted a transaction into Pounds Sterling	2.99%
Collection costs – for collecting amounts you owe us	Our reasonable costs, including legal fees.
<p>Note:</p> <p>If a cardmembership fee applies, we'll charge it from the date your account is opened, either monthly on the same date each month, or annually for each membership year (consecutive periods of 12 months beginning on the date your account is opened).</p>	
3. How much can you spend?	
Is there a limit on how much you can spend?	We don't usually limit how much you can spend on your account but, from time to time, we may set a spending limit which could be temporary or permanent. We'll tell you if we do this. Any limit also includes spending by a supplementary cardmember.

	We may set and vary limits and restrictions on certain uses of the card or certain transactions. For example, contactless purchases may be subject to maximum amounts, where applicable. You can find out if there are such limits by checking our website or by calling us.
Keeping within any spending limit	If we apply a spending limit to your account, you must not go over this limit. If we allow a transaction that takes you over your limit, if we ask you, you must pay enough into the account to bring it back within the limit immediately.
4. How are repayments to be made?	
How much and when you must pay	You must repay the full amount you owe as shown on your statement each month by the payment due date. We'll treat any credits or refunds to your account as payments made by you.
5. Can this agreement be changed?	
When we make changes	As this agreement is not for a fixed period, we're likely to need to make changes to fees and other terms and the services we provide for reasons we can't predict when the agreement was made. We've set out some specific reasons for making changes to the agreement but if any of these don't apply we may still make a change as long as we: <ul style="list-style-type: none"> • tell you in advance about the change; and • make clear that you can end the agreement without charge if you don't want to accept the change.
Our main reasons for changes	We can change the agreement, including by changing or introducing fees for any of the following reasons: <ul style="list-style-type: none"> • where the costs to us of providing your account change or we have a good reason to expect that they will change (this could include where there's a change in how much it costs us to borrow funds to lend you); • where we're changing the way you can use the account; • where we're changing the card benefits offered with your account; • where the change is either good for you (including where we're making the change to improve the security of your account or we're making the agreement clearer or fairer) or neutral; • to reflect changes or developments in the technology or systems which we use; • where we're making the change to reflect a change in law, regulation or industry codes of practice (including where we have a good reason to expect a change), or to reflect a decision by a court, regulator or the Financial Ombudsman Service (or equivalent); or • where we have a good reason to think that a change in your circumstances means that the risk that you might not be able to repay us has increased.
Telling you about changes	We'll give you at least two months' notice of the change and give you details of when the change will take effect. If you don't want to accept any change, then you can always end this agreement by paying off all the amounts you owe us and telling us to close your account (see ' <i>Ending your agreement</i> ' in Part 2). If you don't do this, we'll assume you've accepted the change.
Ending card benefits	If card benefits are offered with your card you may tell us at any time that you no longer wish to maintain those card benefits, in which case we'll switch you to the Basic Business Card with no card benefits. We'll also refund your cardmembership fee on a pro rata basis.
Switching you to a different type of card	You can tell us at any time that you want to have a different tier of card covered by this agreement. If you do, we may switch you to an alternative type of card. We may switch the tier of card we issue you with to another card covered by this agreement if, as a result of our assessment of your circumstances, we believe that you no longer qualify for your current card or that you now qualify for a different card. We'll always give you notice if we do this and we'll tell you if there are any changes to this agreement as a result.

	<p>If we switch you to a different tier of card covered by this agreement, unless we tell you otherwise, we'll reset the start of any cardmembership year to the date of the switch. We'll refund any cardmembership fee applicable to your previous type of card on a pro rata basis.</p>
<p>Joint Cardmembers</p>	<p>If there is more than one of you as "Cardmember" under this agreement, then this agreement applies to each of you individually as well as jointly. This means that we can demand payment of the entire balance owing from either of you.</p>
<p>This document (Part 1), together with the "How your American Express account works" document (Part 2) make up your agreement.</p>	
<p>Your Right to Cancel</p> <p>You can cancel this agreement, without giving a reason, within 14 days starting on the day you receive your card. You can cancel by calling us on 0800 917 8043 or by writing to us (American Express, Department 871, 1 John Street, Brighton, East Sussex, BN88 1NH).</p> <p>If you cancel, you must repay everything you owe us (except any cardmembership or supplementary cardmembership fees).</p>	
<p>If your card comes with card benefits, by signing this agreement you're also agreeing to the separate card benefits terms and conditions. You should make sure you read these before you sign this agreement.</p> <div data-bbox="204 797 1045 987" style="border: 1px solid black; padding: 5px;"> <p>Signature(s) of Borrower(s)</p> <p>Date(s) of signature(s)</p> </div> <p>Where your business is a limited company or a limited liability partnership, you are signing once in two capacities (i) as director of the limited company binding the limited company or as member of the limited liability partnership binding the limited liability partnership (as the case may be); and (ii) on your own behalf.</p> <p>You can ask for a copy of this agreement free of charge at any time.</p>	<p>Authorised by American Express</p> <p>_____</p> <p>Date _____</p> <p>(This is the date of this agreement)</p>

How Your American Express Account Works

Part 2 of your agreement

Using the card	<p>You may use the card for purchases up to any applicable spending limit.</p> <p>You or any supplementary cardmembers may only use the card (including cards used by supplementary cardmembers) for transactions made for the purposes of your business. You and supplementary cardmembers must not use the card for personal transactions.</p>
Using a third party provider (TPP)	<p>A TPP is a third party service provider that's authorised by law to access your account information.</p> <p>You can choose to allow authorised TPPs to provide services to you by accessing your account. If you use a TPP, the terms of this agreement will still apply. We'll give the TPP access to the same account information that you'd be able to access if you were dealing with us online.</p> <p>We may also refuse to allow a TPP to access your account if we're concerned about unauthorised or fraudulent access by that TPP. If we do, we'll tell you why in the way we think most appropriate (unless doing so would compromise our reasonable security measures or otherwise be unlawful).</p>
How you can authorise and cancel transactions	<p>To authorise a transaction you can present a card or provide your account details and, if required, use your security details (such as a PIN, passcode, personal identifiers, biometric data or other details).</p> <p>You can't cancel purchases you make with a card but you can cancel other transactions that you've asked us to make in the future or regular payments (such as annual membership fees) if you ask us before the end of the business day before they are due to be made.</p>
When we can refuse to make a transaction	<p>We may refuse to authorise a transaction if:</p> <ul style="list-style-type: none">• we have reasonable grounds to suspect unauthorised or improper use or fraud;• we reasonably consider that acting on your instructions might lead to:<ul style="list-style-type: none">◦ a breach of law, regulation, code or other obligation; or◦ action from a government, law enforcement agency or regulator;• we're legally required to;• use of the card would be prohibited; or• the transaction would exceed a transaction limit of some sort or take your account over your spending limit. <p>You may not use your account for illegal activities or in a manner which disguises the true nature of the transaction, for example, by obtaining cash through a transaction which you know will be treated as a purchase of goods and services, or by using your card at a merchant you own or control.</p> <p>If we do refuse a transaction, you'll normally be told at the point of sale. In all cases, you can find out about transactions we've refused, including the reasons why or any limits we may have put on your card, by calling us.</p> <p>If we don't authorise a transaction or a retailer doesn't accept the card we aren't responsible for any loss.</p>

<p>Transactions you haven't authorised</p>	<p>You're not responsible for any transactions:</p> <ul style="list-style-type: none"> • made using the actual card before you receive it (for example, if your card is stolen in the post); • where we haven't told you how you can contact us to notify us that your card or security details have been lost, stolen or compromised; • if we fail to apply procedures that we're legally required to use to check that a payment has been authorised by you or a supplementary cardmember; • not authorised by you or a supplementary cardmember or any person you or a supplementary cardmember allowed, in breach of the agreement, to use your account or card; • made by a person you or a supplementary cardmember allowed, in breach of the agreement, to use your account or card after you tell us you suspect your account is being misused. <p>You must contact us as soon as you notice an unauthorised transaction has been made from your account. We'll refund the amount of the unauthorised payment as soon as we reasonably can, and, in any event, before the end of the working day after you tell us. However, you're responsible if you or a supplementary cardmember:</p> <ul style="list-style-type: none"> • use your account or card fraudulently; • have been grossly negligent (in these cases, you'll be responsible for all payments from your account until you've told us that your card or security details have been lost, stolen or compromised, or you suspect misuse); • allowed someone else to use your account or card, including if someone else is allowed to access a mobile phone or other device on which your card has been registered (for example, by giving them your passcode or by letting them register their fingerprint on it) but you won't be responsible for any transactions made by a person you or a supplementary cardmember allowed to use your account or card after you tell us you suspect your account is being misused. <p>If there are errors in a transaction and this is our fault, we'll give you a refund. We may then resubmit the correct transaction.</p>
<p>Transactions for unexpected amounts</p>	<p>If you make a purchase within the European Economic Area and, at the time that you authorised it, you didn't know exactly how much you were going to be charged (for example, at a hotel check-in) you can request a refund from us if the amount charged is more than you reasonably expect and you ask for the refund within 8 weeks from the date of the statement on which the purchase appears.</p> <p>You'll need to provide us with all the information we reasonably ask for and we may provide this information (including personal information) to third parties investigating your claim. We'll conclude our investigation within 10 business days of us receiving all required information and either make the refund or tell you why we've refused your claim.</p> <p>You aren't entitled to a refund if you or a supplementary cardmember gave consent for a transaction directly to us and, at least four weeks before the transaction was made, you were given information about the transaction (or it was made available to you) by us or the retailer. For example, at the time you placed an order, the exact amount was unknown but was later confirmed to you at least four weeks before your card was charged.</p>

<p>Theft, loss or misuse of the card or account</p>	<p>You must:</p> <ul style="list-style-type: none"> • sign the card and keep it safe and secure (including using device passcodes, biometric data or other security details where applicable); • not let others use your account or card and regularly check you still have your card; • not give your card or card number to anyone else other than us, or for the purpose of making a transaction and not share your security details with anyone else (other than a TPP if it's necessary to do so); • choose a PIN or passcode that is not easy to guess. <p>If you, or a supplementary cardmember, register a card for use on a mobile phone or other device, you, or a supplementary cardmember, must keep it and your security details safe and secure at all times, in the same way you would your card or PIN, and you must always use the lock feature on the phone or other device, where applicable. Never share your security details or allow another person to have access to the device in a way which allows them to make transactions using the card registered on the device.</p> <p>You or a supplementary cardmember must tell us straight away if you suspect:</p> <ul style="list-style-type: none"> • a card has been lost or stolen or not received; • a mobile phone or other device to which a card has been registered has been lost, stolen or compromised; • someone else knows a PIN or other security details; or • your account or a card is being misused or used without authorisation, or a transaction on your account has not been authorised or has been processed incorrectly. <p>Our contact details are at the beginning of this agreement.</p> <p>If your card is cancelled or suspended for any reason, all other cards issued on your account may be cancelled or suspended at the same time.</p> <p>If you register for online account services, you must keep your security details (such as your username, password or other details) and also your mobile phone or other device safe and secure.</p>
<p>How to pay</p>	<p>You must make payments to us in Pounds Sterling by any method set out on your statement or any method we otherwise tell you about or permit you to use.</p> <p>You must make a separate payment for each account you hold with us. If you send payments together and don't clearly designate the account to be paid, we may apply payments to any account.</p> <p>We'll apply any payment to your account on the day we receive it, as long as this is within our business hours. We'll apply any payment we receive after that time on the next business day.</p>
<p>How we apply payments</p>	<p>We'll normally apply payments to your account in the following order:</p> <ul style="list-style-type: none"> • any cardmembership fees and supplementary cardmembership fees; • service charges (for example, statement copy fees); • late payment fees; • other fees charged by us that appear as a separate item on your monthly statement, for example, returned payment fees; • collection charges; • transactions that have appeared on a monthly statement; and • transactions that have not yet appeared on your monthly statement.

<p>Missing payments</p>	<p>Missing payments can have serious consequences. It could mean:</p> <ul style="list-style-type: none"> • you have to pay additional charges or costs; • your credit rating may be affected, making it more difficult or expensive to obtain credit; and • legal action (which could include getting a court order giving us the right to payment out of the sale proceeds for your home or other property) or bankruptcy proceedings may be taken against you to recover any debt owed under this agreement.
<p>Payments into your account by mistake</p>	<p>If we make a payment into your account by mistake or as a result of a systems error, we'll automatically take the amount out of your account.</p> <p>If we're told that a payment from within the European Economic Area (EEA) was made into your account as a result of someone else's mistake (for example, if the payer gave the wrong account number or reference), but, when we contact you, you tell us the payment was intended for you, we're legally required to share all relevant information including your name and address and transaction information with the bank the payment came from if they ask us so that the payer may contact you.</p>
<p>Supplementary cardmembers</p>	<p>Unless you have a Basic Business Card, at your request, we may issue cards on your account to supplementary cardmembers. You must make sure that supplementary cardmembers keep to this agreement.</p> <p>You're responsible for all use of your account by supplementary cardmembers and anyone they allow to use your account. This means you must repay all transactions they make.</p> <p>If you want to cancel a supplementary cardmember's right to use your account you must tell us.</p> <p>As a business customer, any supplementary cardmember must be a co-owner, partner, director, committee member or an employee of the business.</p>
<p>Converting Transactions made in a foreign currency</p>	<p>If we receive a transaction or refund for processing in a foreign currency, we'll convert it into Pounds Sterling on the date it's processed (which may be different to the date of the transaction or refund). This means that the exchange rate used may differ from the rate that applied on the date of your transaction or refund. Exchange rate fluctuations can be significant.</p> <p>If the transaction or refund is in U.S. Dollars, we'll convert it directly into Pounds Sterling. In all other cases, we'll convert it into U.S. Dollars first and then into Pounds Sterling but we'll only charge one non-sterling transaction fee.</p> <p>The exchange rate we use will be:</p> <ul style="list-style-type: none"> • the rate required by law or customarily used in the territory where the transaction or refund is made, or where this doesn't apply; • based on interbank rates selected from customary industry sources on the business day prior to the processing date. We call this conversion rate the 'American Express Exchange Rate'. <p>The American Express Exchange Rate is set daily between Monday and Friday, except Christmas Day and New Year's Day. You can find our rates via the 'My account' section of the online account centre or by calling us.</p> <p>When you make a transaction in a foreign currency, you may be given the option of allowing a third party (for example, the retailer) to convert your transaction into Pounds Sterling before submitting it to us. If you decide to do this, the exchange rate and any commission or charge will be set by the third party and may include a commission or charge. As we'll receive a transaction converted by a third party in Pounds Sterling, we won't apply a non-sterling transaction fee.</p>

<p>Statements and legal notices</p>	<p>We'll send statements to you by your chosen method at least once a month if there has been any account activity and otherwise once every 12 months. This could be by post, by email to the email address you've most recently given to us, by posting them in the online account centre or by making them available to you in any other lawfully permitted manner.</p> <p>We may send you notices (including any information we're legally required to send you, such as information about changes to this agreement or other agreements we have with you) on or together with your statements.</p> <p>In addition to payment information, each statement will show all transactions and amounts charged to your account in the statement period and the total account balance.</p> <p>Always check each statement and contact us as soon as possible if you need more information about anything.</p> <p>If you receive statements online, you should make sure you regularly check this information and any mail we post to you electronically in the same way you would written mail.</p> <p>If you receive statements by post, we'll send statements (and any notices we're required by law to provide) through the U.K. post, addressed to you, at the latest billing address on our records.</p>
<p>Contacting you</p>	<p>We may send you important messages and other communications (including alerts) about your account, card or card benefits in line with your preferences. This could be by email or SMS, on your statements or by posting them in the online account centre, for example, we may send you an alert to confirm that you've updated your contact information.</p> <p>There are some messages we need to send you (such as statements of your account or security alerts), but you can opt out of receiving other alerts or communications (such as marketing) by contacting us using the online account centre or by calling us.</p> <p>If we need to contact you about any actual or suspected fraud or security threats, we'll do this using the fastest and most secure way of contacting you (for example, we may try to send you a text message rather than calling you).</p>
<p>Changing your contact details</p>	<p>We'll use your most recent contact details to contact you. You must notify us immediately if you change the mailing address or email address we send statements or notices to.</p> <p>We may update your contact details if we receive information that they have changed or are incorrect. If we've been unable to deliver any communications or these have been returned, we may stop attempting to communicate with you until we receive accurate contact information.</p> <p>Any legal notices will be posted to the online account centre or sent to your last known mailing address or email address. For other communications, we aren't responsible if you don't receive a communication if we send it to the address you've given us, or if we don't send the communication because previous communications have been undeliverable.</p>

<p>Suspending your Account</p>	<p>We may suspend your account or any feature on your account if:</p> <ul style="list-style-type: none"> • we consider it necessary for the security of the account; • you're in breach of the agreement; • we suspect unauthorised, improper and/or fraudulent use; and • we reasonably think there's a significantly increased risk that you'll not be able to repay us. <p>We'll normally notify you beforehand or immediately afterwards and may provide you with the reasons.</p> <p>If your account or card is suspended, you must:</p> <ul style="list-style-type: none"> • not use your card, • inform retailers not to seek to take any further payments from your account; and • still pay the total account balance. <p>We'll allow you to use the account or card, if the reasons we suspended your account or card in the first place no longer apply. You can tell us this is the case and request reinstatement via our website or by calling us.</p>
<p>Ending your Agreement</p>	<p>This agreement is open ended and has no fixed duration. You and we can end it without giving any reason. You can do this at any time by calling us or writing to us (our contact details are at the beginning of this agreement) to tell us to close your account and by paying off all the amounts you owe.</p> <p>We can do this by giving you at least two months' written notice, but we may end this agreement immediately if:</p> <ul style="list-style-type: none"> • you repeatedly fail to pay the total account balance or go over any spending limit; • you seriously or persistently breach this agreement; • you give us false or misleading information; • steps are taken to make you bankrupt or to make you the subject of any form of debt relief process; • you breach another agreement you have with us or another of our group companies; • we reasonably consider that by continuing the agreement we might: <ul style="list-style-type: none"> ◦ breach a law, regulation, code or other obligation; or ◦ face action from a government, law enforcement agency or regulator; • you become incapacitated or die; • you behave in an abusive or threatening way to our staff; or • we have reasonable grounds to believe you're unable or unwilling to pay your debts when due. <p>In any of these circumstances, we may close your account and require you to repay immediately all amounts you owe us under this agreement in full.</p> <p>If you're having or may have difficulty making payments, please call us as soon as you can. We'll always follow any legal requirements to provide you with notices before we end the agreement.</p> <p>The agreement will only come to an end once you've paid off all amounts you owe us. Until then:</p> <ul style="list-style-type: none"> • all of the terms of the agreement will continue to apply (including our right to change the terms of the agreement); • you (and any supplementary cardmember) will have no rights under it to use the account or the card to make transactions; and • any card benefits will stop.

	<p>You must destroy all cards when the agreement ends.</p> <p>If you pay a cardmembership fee or supplementary cardmembership fee annually, we'll refund any cardmembership fee you've paid for the period following the end of the agreement.</p>
Card benefits	<p>You may choose to apply for a card with additional services and benefits (known as card benefits), such as rewards points or insurances. Where you have such a card, you will be charged a cardmembership fee.</p> <p>Alternatively, you may choose to apply for the Basic Business Card, which comes without card benefits. There is no cardmembership fee for the Basic Business Card.</p> <p>Where there are card benefits on your card, they will be subject to separate terms and conditions and we'll communicate separately with you in relation to those card benefits.</p>
Set off	<p>We may, at any time, without notice or demand, set off against any credit on your account any amount you owe us on any other account (in whatever currency) you have with us, until everything you owe us has been fully repaid.</p>
Complaints about us	<p>If you have a complaint about your account or the service you've received, please contact:</p> <p>Executive Customer Relations Department, American Express, Department 333, 1 John Street, Brighton, East Sussex, BN88 1NH.</p> <p>If you're unhappy with the way we deal with your complaint you may be able to refer your complaint to the Financial Ombudsman Service by writing to Financial Ombudsman Service, Exchange Tower, London E14 9SR, calling 0800 023 4 567 or 0300 123 9 123 or sending an email to complaint.info@financial-ombudsman.org.uk. You can find out more about the Financial Ombudsman service on their website at www.financial-ombudsman.co.uk.</p> <p>You may also make a complaint via the following website: https://webgate.ec.europa.eu/odr</p>
How we're regulated	<p>We are authorised and regulated by the Financial Conduct Authority under registration number 661836.</p> <p>The Financial Conduct Authority, 12 Endeavour Square, London E20 1JN.</p>
Claims against retailers or other third parties	<p>If you dispute a purchase transaction with a retailer or other third party, we may credit the account for all or part of the disputed transaction.</p> <p>If we do so, whether we were legally required to make the refund or not, you and any supplementary cardmembers agree that you're automatically deemed to assign and transfer to us all rights and claims (excluding tort claims, such as negligence) against the retailer or other third party.</p> <p>You agree that you won't pursue any claim against the retailer or other third party for the credited amount, and you must cooperate with us if we decide to do so. Where necessary to pursue a claim, we may need to use your personal information (including disclosing it to the retailer or other third party) to do so but we will notify you of such use where this is the case.</p>
How we use your information	<p>For the purposes of the Payment Services Regulations 2017, you explicitly consent to us accessing, processing, and retaining any information you provide to us, for the purposes of providing payment services to you. This does not affect any rights and obligations you or we have under data protection legislation. You may withdraw this consent by closing your account. If you do this, we'll stop using your data for this purpose, but may continue to process your data for other purposes.</p>
Assigning the agreement	<p>We may sell, transfer or assign this agreement and your account. We may do so at any time without notifying you, unless we're required to notify you by law. You may not sell, assign or transfer your account or any of your obligations under this agreement.</p>
Waiver of rights	<p>We may choose to delay enforcing or to not exercise rights under this agreement. If we do this, we do not waive our rights to exercise or enforce them on any other occasion.</p>

Language and governing law	<p>This agreement and all communications between us concerning this agreement shall be in English.</p> <p>This agreement and dealings between us before you enter into the agreement are governed by the non-exclusive laws of England and the courts of England shall have non-exclusive jurisdiction over us and you.</p>
Taxes and duties	<p>You must pay any government tax, duty or other amount imposed by law in any country in respect of the card, any transaction on your account or any use of the account by you or any supplementary cardmember.</p>
Limitations on our liability	<p>If we break this agreement, we won't be liable to you for losses and costs caused by abnormal or unforeseeable events, that we cannot reasonably control and which would've been unavoidable despite all reasonable efforts to prevent the event happening.</p>