

## Terms & Conditions

### Ulster Bank Business Card Agreement

The Business Credit Limit is as agreed by the Business with the Bank following receipt of the signed Application Form or as notified by the Bank from time to time. The individual Credit Limits per User are as notified by the Bank in each Card Carrier for the User concerned. Individual Cash Advance limits are as notified by the Bank from time to time. The Agreement will continue unless terminated in accordance with condition 10.2.

The frequency of repayment instalments is monthly unless condition 4.7 or 4.8 applies in which case all indebtedness will become immediately due. The entire indebtedness is required to be repaid on each payment due date.

### Definitions

**“Additional Card”** means any Ulster Bank Business Card issued to the Business in respect of the Business Card Account;

**“Additional Features”** means any additional products or services which the Bank may offer or make available to the Business and/or Users subject to such terms and conditions as notified to the Business and/or the User from time to time;

**“Administration Levy”** also known as Currency Conversion Charge - this is a non-euro transaction fee that may apply to transactions outside the euro-zone;

**“This Agreement”** means the agreement between the Bank and the Business and which comprises the Application Form and these terms and conditions, as varied and notified by the Bank to the Business from time to time, any charges and fees which apply, each Card Carrier, and any operating or other regulations issued by the Bank or its agents from time to time;

**“Application Form”** means the Application Form that the Business has completed in respect of its application for a Business Card Account;

**“Authorised Person”** means a person, other than a User, authorised by the Business from time to time to give instructions on behalf of the Business to the Bank in relation to this Agreement and who has signed the Application Form or being such person notified to the Bank pursuant to condition 3.1(f) hereof;

The **“Bank”** or **“we”** or **“We”** means Ulster Bank Ireland DAC and its assignees;

The **“Business”** means any body corporate or any non-corporate body (such as a sole trader, association, charity, club or society, limited liability partnership or individual) and in whose name a Business Card Account is maintained in accordance with this Agreement. Where the Business consists of two or more persons, that definition means all or any of them and the liability of such persons will be joint and several;

**“Business Card Account”** means the Account opened and maintained by the Bank in the name of the Business in which debits and credits in respect of Card Transactions are recorded and repayment is made in accordance with Condition 4. It is also termed “your account”;

**“Business Day”** means a day other than a Saturday, Sunday or Irish bank or public holiday on which the Bank is open to the public for business;

**“Business Credit Limit”** means the maximum debit balance permitted on the Business Card Account as determined and notified to the Business by the Bank from time to time;

**“Card”** means an Additional Card, or any replacement of it issued by the Bank from time to time currently in force and which is issued by the Bank to the Business for the benefit of a User in respect of the Business Card Account;

**“Card Carrier”** means the separate confidential information sent to the Business with each Card, containing instructions regarding its authentication and security and advising the current Individual Credit Limit for that Card;

**“Card Fee”** means the annual fee for each Card which is charged for each year or part of a year during which a Business Card Account is maintained, as specified on the Application Form or as notified by the Bank from time to time and referred to in condition 9 below;

**“Card Facility”** means the facility provided by the Bank under the Terms and Conditions of this Agreement whereby credit is provided by the use of Cards;

**“Cardholder Credit Limit”** means the maximum debit balance which is allowed on an Account as agreed between the Bank and the Business;

**“Card Transaction”** means Cash Advances and/or Purchases or credits made to the Business Card Account pursuant to this Agreement;

**“Cash Advances”** means the use of a Card to withdraw cash from cash machines or over the counter or for the purchase of foreign currency or travellers' cheques.

**“Individual Credit Limit”** means the maximum debit balance which is allowed in respect of the individual Card issued and which forms part of the Business Credit Limit, as agreed between the Bank and the Business;

**“Mastercard”** means Mastercard International, the payment scheme network;

**“Password”** means the password chosen by a User for use with the Card when making transactions where the User is not present;

**“Payment Due Date”** means the date, seven (7) days after the date on the Statement in each succeeding month, by which the aggregate outstanding balance on the Business Card Account has to be paid to the Bank;

**“PIN”** means the secret Personal Identification Number that the Bank issues for use with a Card;

**“Purchases”** means the use of a Card to effect payment pursuant to a direct debit authority given to a third party in relation to the Business Card Account, or to purchase goods or services whether in person, by mail order, over the telephone, over the Internet or by such other means as is permitted from time to time where agreed by the Bank;

**“Statement”** means a statement issued by the Bank detailing Card Transactions;

**“Transactions”** means the Card Transactions and Purchases and other transactions (whether permitted in the Agreement or not);

**“User”** means any natural person who is authorised by the Business to use a Card issued by the Bank in his or her name;

**“You/Your”** means the Business;

**“Your information”** means information in relation to the Business, or any User or any information disclosed to the Bank arising from this Agreement or the performance by the Bank of its obligations under this Agreement or the provision of the Card Facility.

Any reference, express or implied to a law, includes references to: (a) that law as amended, extended or applied by or under any other law, before or after the date of this Agreement; (b) any law which that law re-enacts, with or without modification; and (c) any subordinate legislation made before or after this Agreement under any enactment including one within (a) or (b).

This Agreement is between Ulster Bank Ireland DAC whose Head Office is at Ulster Bank Head Office, Block B, Central Park, Leopardstown, Dublin 18 and You, the Business. Unless terminated, the Business may request a copy of the Agreement at any time.

## 1. **Authorities, Issue of Cards and Cash Advances**

- 1.1 The Business, in addition to any authorities given in this Agreement, requests and authorises the Bank to act on the instructions of any single Authorised Person given from time to time including without limitation:
- (i) to open a Business Card Account;
  - (ii) to send to each User nominated by him, at the address of the Business, a Card and its related Card Carrier and PIN;
  - (iii) to supply, at the Bank’s discretion, a replacement card without further application, in order to replace an expiring Card or a Card which has been reported lost, copied, or stolen;
  - (iv) to cancel or suspend one or more Cards;
  - (v) to debit the Business Card Account with the amount of any tax, duty or other charge levied on the Business Card Account and or the Cards by law from time to time and which the Bank may pay to the competent authority on behalf of the Business.
- The Business also authorises each User to use the Card and authorise Card Transactions on behalf of the Business.
- 1.2 Each Card and the related PIN will be issued to the Business in accordance with this Agreement and will bear the name of the Business and of the particular User. The Card and the related PIN issued in strict confidence to each User may be used only by that particular User and the Password generated by each User may only be used by the User for whom it was generated.
- 1.3 The Bank may at any time, and without affecting Your obligations under this Agreement which shall remain in force, cancel, suspend or restrict a User’s use of a Card or refuse to issue or replace a Card if it reasonably considers it necessary for reasons relating to the following:
- (a) if the Bank is concerned about the security of the Business Card Account;
  - (b) if the Bank suspects that the Business Card Account is being used in breach of this Agreement or in an unauthorised or fraudulent manner;
  - (c) if there is a change in the Business’ financial circumstances giving the Bank reasonable grounds for believing there to be a significant risk that the Business will have difficulty paying the Bank including in the circumstances set out in condition 4.7. Prior notice will be given to the Business by the Bank unless it is unable to do so or it would be illegal to do so or it would compromise the security of the Account, in which case the Bank will inform the Business afterwards.
- 1.4 The Bank may at any time refuse to authorise a Card Transaction for any of the following reasons:
- (a) for any of the reasons set out in condition 1.3;
  - (b) if there is insufficient credit available on the Account to cover the amount of the Transaction;
  - (c) in the event of systems or software failures or errors;
  - (d) if the Bank considers the Transaction to be potentially suspicious or illegal, for example, if the Bank suspects fraud or the identity of the person using the card;
  - (e) errors, failures or refusals by merchants, payment processors or payment schemes processing card transactions;
  - (f) if the Business has requested some form of restriction to be placed on a Card or on Transactions.
- If the Bank refuses to authorise a Card Transaction, the Business or Cardholder can obtain information about the refusal (unless it would be unlawful for the Bank to provide this information) and if possible, the Bank’s reasons for refusing to authorise the Transaction and the procedure for correcting any factual mistakes (if any) that led to the refusal, by telephoning the Bank on 1850 812 280 (Mon-Fri 8am-6pm; Sat 9am-1pm). Calls to telephone banking services may be recorded. Depending on the nature of the transaction being attempted, the Bank may also provide the information orally at the point of the Transaction or online.
- 1.5 Each Card may be used in conjunction with its related PIN to obtain Cash Advances at cash machines showing the appropriate credit card symbol. The use of a Card to obtain Cash Advances is subject to the daily cash limit determined by the Bank from time to time, the Individual Credit Limit and the overall limit set by the Business Credit Limit. However, the Bank does not undertake to provide ATM facilities during any particular days or at any particular times and therefore does not accept any liability for ATM facilities not being made available.

## 2. Use of Cards

### Authorising Card transactions

- 2.1 A Card Transaction will be regarded as authorised by the Business where the Business or a User:
- authorises the Transaction at the point of sale by following whatever instructions are provided by the merchant to authorise the transaction, which may include:
    - entering the PIN or providing any other security code;
    - signing a sales voucher;
    - providing the Card details and/or providing any other details requested;
    - waving or swiping the Card over a card reader.
- The authorisation of a Transaction can include authorising any single Transaction, a series of recurring Transactions (including Transactions for an indefinite period), or pre-authorising a future Transaction of a certain or uncertain amount.
- inserts a Card and the PIN and makes a request for a Cash Advance at an ATM or at any bank counter;
  - orally or in writing provides the Card details to the Bank or the Bank's representative and requests a Cash Advance or money transfer from the Business Card Account.
- 2.2 In the event that a Card Transaction has not been authorised, the Business or User may authorise a Transaction after it has been made by providing its consent to the Transaction orally or in writing.
- 2.3 Authorisation for a Card Transaction may not be withdrawn (or revoked) by the Business or the User after the time it is provided by the User. However, the following Transactions may be withdrawn at a later date as follows:
- any Transaction which is agreed to take place on a date later than the date it was authorised may be withdrawn so long as notification was provided no later than close of business on the Business Day before it was due to take place; or
  - recurring Transactions may be withdrawn if they are to occur after the date of withdrawal.
- 2.4 If a Card Transaction is authorised by the Bank, that Transaction will immediately reduce the total amount that can be drawn within the relevant Cardholder Credit Limit and the Business Credit Limit. With effect from 1 January 2012 funds to cover authorised Transactions received by the Bank will be paid over to the merchant acquirer by the next Business Day following receipt by the Bank of the instruction to make payment and may take an additional day if authorised using a paper based authorisation process.
- 2.5 A Transaction (the payment order) will be received as follows:
- for Purchases and ATM transactions, at the time the Bank receives the Transaction instruction from the merchant acquirer or ATM operator;
  - for any Transaction communicated directly to the Bank, at the time You ask the Bank to complete the Transaction.

## 3. Cardholder Card Usage

- 3.1 The Business undertakes that it will:
- meet all, liabilities, expenditure and all other charges and interest incurred through the use of all Cards issued to it by the Bank, unless a refund is lawfully due, including where the Individual Credit Limit and/or the Business Credit Limit may have been exceeded or the Cardholder continues to use the Card after the Bank has been asked to suspend, cancel or restrict its use, the Agreement has been terminated or the Cardholder uses the Card in breach of his/her obligations to the Business;
  - be liable for all losses incurred by the Bank in connection with the use of any Card, subject to condition 7;
  - adhere to this Agreement and any variations, additions or amendments as notified to the Business from time to time;
  - notify the Bank immediately if any User ceases to be authorised to use the Card in his or her name, or leaves the Business, or if the address of the Business changes, or the facsimile or the telephone number of the Business changes;
  - notify the Bank by telephoning the Bank immediately if an Authorised Person is no longer authorised for whatever reason or leaves the Business and to ensure that such oral communication is confirmed in writing by letter signed in accordance with the mandate held by the Business's branch of the Bank. Subject to the terms of this Agreement, the Bank will not be liable for any instructions received or acted upon from the time the oral communication is made until the date of receipt by the Bank of the written notification to the Bank;
  - when notifying the Bank of the appointment of a replacement Authorised Person, make such notification is made in writing by letter and signed in accordance with the Bank account mandate of the Business;
  - to comply with the Irish Data Protection Bill 2018 and to ensure that all necessary consents have been obtained from the relevant data subjects to: (i) grant the authorities as set out in condition 18 below; (ii) allow the Bank and its data processors to receive personal data and to use and process it in order to provide the service and validate and process all Card Transactions;
  - comply with all applicable laws;
  - ensure that each Card will be used only for the purposes of the Business and is not used by any User for personal use;
  - monitor each User's use of each Card and in the event that any User is found to have used a Card for purposes not connected with the Business, that the Business shall immediately notify the Bank and revoke the User's right to use that Card;
  - not to create any indebtedness to the Bank which is not authorised; and
  - notify the Bank immediately without undue delay (and within a maximum of thirteen months after the date on which the Card Transaction is debited to the Business Card Account) where the Business knows or suspects a Card has been misused or where a payment has been wrongly executed.
- 3.2 The Business may be entitled to claim a refund in relation to transactions where:
- a Card Transaction was not authorised under this Agreement;
  - the Bank is responsible for a Card Transaction which was incorrectly executed and the Business or User notified the Bank in accordance with condition 3.1(l);
  - a pre-authorised Card Transaction did not specify the exact amount at the time of its authorisation and the amount charged by a supplier is more than the User could reasonably have expected taking into account normal spending patterns on the Card or the circumstances of the transaction. A claim for a refund in these circumstances will not be accepted if: (i) the amount of the transaction was made available to the Business or User at least 4 weeks before the Card Transaction date; or (ii) it is made more than 8 weeks after being debited to the Business Card Account.
- 3.3 The Business undertakes that each User will:
- sign the Card bearing his or her name immediately upon receipt of it and will not use that Card nor part with possession of it before signing it and will take every possible care to keep it secure at all times;
  - memorise the PIN issued with the Card and destroy the notification slip immediately;
  - keep the chosen PIN and/or Password for each Card secret and take all reasonable precautions to prevent either of them becoming known to another person and prevent fraudulent use;

- (d) not disclose the number appearing on the front or the back of the relevant Card to any third party except for the purpose of a Card Transaction in connection with the use of the relevant Card or for the purpose of notifying the Bank of the loss, theft or possible misuse of the Card;
  - (e) notify the Business immediately if the Card is lost, mislaid or stolen or if the PIN and/or Password becomes known to any person, or the Card, PIN and/or Password is for any other reason likely to be misused;
  - (f) in using the Card, not exceed the Individual Credit Limit or create any indebtedness not authorised by the Bank and, in calculating whether the Individual Credit Limit has been exceeded, the Bank shall take into account the amount of any authorisation given by the Bank to a third party for the purpose of verifying a prospective Card Transaction;
  - (g) not use the Card before or after the period for which it is stated to be valid or after any notification of its cancellation or withdrawal given to the Business either by the Bank or by any person acting on behalf of the Bank;
  - (h) not use the Card before or after the time that the User is authorised to be a User by the Business or after the time that such authority has been terminated;
  - (i) use the Card solely as the agent of the Business;
  - (j) observe the obligations and give any consent required under condition 7;
  - (k) use the Card only in accordance with this Agreement and will return it if so requested under Condition 6.
  - (l) not use the Card to carry out Card Transactions for illegal purposes or Purchases or at any cash machine in violation of local regulations;
  - (m) that each Card is used only for the purposes of the Business and is not used outside the business of the Business.
- 3.4 Any establishment may ask the Bank for authorisation before accepting payment by a Card. We may decide not to give our authorisation if:
- (i) any of the reasons in condition 1.4 are met; or
  - (ii) the available credit is exceeded either for a Card or for the Business Card Account, by incurring a liability on top of all the other transactions that we have authorised, including those not yet charged to the Business Card Account. The 'available credit' on the Business Card Account or on a Card will be based on the Business Credit Limit, amounts owing on the Business Card Account which remain unpaid and payments received from the Business which are paid into Your account. We reserve the right not to adjust the available credit by the amount of any payments received, including any refunds, until they have been cleared.
4. **Payment by the Business**
- 4.1 Whether authorisation is granted pursuant to condition 2 or not, the Business will remain liable to pay all sums that are charged to the Business Card Account, subject to the terms of this Agreement, in respect of Card Transactions resulting, from telephone, mail order, Internet, or other electronic requests, initiated by any User.
- 4.2 All Card Transactions (save for credits) will be debited to the Business Card Account and a statement showing Card Transactions so debited, any interest or charges incurred and any payments the Business has made since the previous payment due date will be sent to the Business, once during each month (the "Statement"). The Business or the User will check each Statement carefully upon receipt and will contact the Bank as soon as possible, preferably within four weeks, with any queries.
- 4.3 The Statement will show:
- (a) information relating to each Card Transaction which will enable it to be identified;
  - (b) the amount of the Card Transaction shown in the currency in which the transaction was paid or debited to the Business Card Account;
  - (c) the amount of charges for the Transaction and the interest payable;
  - (d) any exchange rate used by the Bank to effect any currency conversion and the amount payable after the currency conversion has been made;
  - (e) the date the transaction was authorised or posted on to the Business Card Account.
- 4.4 Statements will be provided either by post or by electronic means.
- 4.5 The Business undertakes to make payment by direct debit of the full amount outstanding to the Bank on the Payment Due Date. Presentation will normally take place seven days after the date of the Statement. Each direct debit payment must be honoured on first presentation.
- 4.6 Payments made by the Business to the Bank will be applied by the Bank on the date when they are credited to the Business Card Account in the following order:
- (i) in payment of any charges and interest remaining unpaid; and
  - (ii) in payment of any other amounts then due from the Business.
- 4.7 The whole of the outstanding balance on the Business Card Account, together with any charges and interest accrued due thereon and the Card Fee (if outstanding in whole or in part), will become immediately due and payable (without demand or notice from the Bank) if:
- (i) the Business becomes unable to pay its debts; or
  - (ii) in the case of a company, any step is taken by any person with a view to the appointment of a liquidator, in relation to the Business or an order for the winding up of the Business has been passed by the Business otherwise than for the purpose of a merger or solvent reconstruction, or the Business is in breach of any of the provisions of the Companies Acts;
  - (iii) in the case of a partnership, the partnership is dissolved, or in the case of an individual, a receiving order for bankruptcy has been made in respect of the estate of the individual;
  - (iv) in the case of a Trust, Council or similar organisation, the Business is dissolved (other than under a bona fide amalgamation scheme) whether or not the liabilities of the Business are transferred to a successor authority or body; or
  - (v) the Business compounds with or enters into any arrangement with creditors; or
  - (vi) any distress, execution is levied or threatened to be levied upon any of the property or assets of the Business; or
  - (vii) a receiver or an examiner is appointed over any of the property or assets of the Business or the Business suffers a judgement or decree to be taken against it and such judgement or decree remains unsatisfied for 14 days; or
  - (viii) any direct debit authority given by the Business to the Bank is revoked.
- 4.8 **If repayment is not made in accordance with condition 4.5, then the whole of the outstanding amount which is due and payable as indicated on the Statement will become immediately payable by the Business upon written demand by the Bank. If it is not paid the amount shall bear interest from the date on which it was debited to the Account to the date that full payment is received as cleared funds, such interest accruing and being payable before and after any judgement. The Bank may charge the Business Card Account with any costs or expenses incurred in enforcing the right to recover immediate payment.**

- 4.9 The Business undertakes to advise all originators of "recurring authority transactions" where the Card(s) has (have) been cancelled whether by the Bank or by the Business and will indemnify the Bank against any costs or losses which it might suffer as a result of any failure by the Business to give such advice. The Business undertakes to retain copies of such cancellation notices.
- 4.10 The Business agrees that the Bank may at any time disclose any information regarding the Business Card Account to any relevant party either involved in processing Card Transactions or otherwise in fulfilling the Bank's obligations under this Agreement or to MasterCard or to any body who provides a service to the Bank or to customers of the Bank for the purpose of enabling it to provide such services and for no other purpose whatsoever providing that any such body agrees to keep all information received confidential and secure.

#### 5. Consolidation and set-off

The Bank may at any time and without notice (subject to any provisions for the protection of a debtor afforded by statute) set-off the outstanding balance on the Business Card Account and any other liabilities arising under this Agreement against any credit balance on any account(s) of the Business (in any currency). The Bank may also, on the occurrence of any of the events referred to in condition 4.7, or upon termination in accordance with condition 10.2:

- (a) combine the Business Card Account with any other accounts of the Business; or
- (b) open a new account in the name of the Business in substitution for the Business Card Account and debit the new account with any outstanding balance on the Business Card Account under any such liability. Nothing in any of the terms of this Agreement shall prejudice or affect any other rights which the Bank may have.

#### 6. Return of Cards

6.1 Each Card is and remains the property of the Bank at all times. Before Cards are returned to the Bank they must be cut in half through the signature box and magnetic strip and also, if the Card has a Chip, through the part of the Card containing the Chip.

6.2 The Business is responsible for:

- (a) recovering and returning all Cards issued to it, if the Bank or its agents so request.
- (b) recovering and destroying any Card issued to a User should that User cease to be a principal, partner in or an official or employee of the Business or cease to be authorised to use a Card for any reason.

6.3 The Business undertakes to advise all originators of recurring authority transactions that the Card(s) has (have) been cancelled. The Business is advised to retain copies of such cancellation notices.

6.4 In addition to any other rights it may have the Bank may, suspend or terminate the use of a Card or the Business Card Account with immediate effect or it may refuse to reissue, renew or replace any Card if it reasonably considers it necessary:

- (a) for security reasons;
- (b) where the Business materially breaches the Agreement;
- (c) where the Bank suspects unauthorised or fraudulent use of the Card(s) or Business Card Account; or
- (d) if any other circumstances occur which cause the Bank to reasonably believe that there has been a significantly increased risk that the Business' obligations to the Bank may not be met.

Unless there is a security or other legal reason not to, the Bank will notify the Business either before it takes action, or immediately after, and give reasons for doing so.

#### 7. Lost and Stolen Cards and Unauthorised or Incorrectly Executed Payments

7.1 If any Card is lost, or stolen or if any PIN or Password becomes known to any person other than the relevant User then the Business must immediately, notify the Bank by telephone on 1890 924258 or from abroad +44 1423 700545 (24 Hours) and immediately stop using the Card.

This number may change; if so, we will notify you of the revised contact number. If the Card is subsequently found it must not be used but should be immediately destroyed by cutting it in two vertically across the magnetic strip and through the part of the Card containing the Chip and sent to the Bank and the Business should advise the Bank by telephone that the Card has been destroyed.

7.2 Provided the Business has properly notified the Bank of the loss or theft of a Card or that the PIN or Password is known to any person other than the relevant User in accordance with condition 7.1, and unless the Business or User acts fraudulently or with gross negligence, the maximum liability of the Business will be €30 for any losses arising from the use of any Card by any person other than a relevant User. However, if someone carries out a fraudulent transaction using Card details on the internet or by telephone or mail order, the business will not be liable for the fraudulent transaction.

7.3 The Business will nevertheless be liable for all losses to the Bank and liabilities incurred to the Bank arising from Card Transactions undertaken by the User, or any person obtaining possession of the Card with the Business' or the User's consent or where the Business or the User was grossly negligent.

7.4 The Business and User will assist the Bank or its agents in the investigation of the loss, theft or possible misuse of the Card or the disclosure of the PIN(s) or Password(s) and will assist the Bank to recover the Card. The Business and User consent to the disclosure to third parties of any relevant information concerning the Business Card Account in connection with such matters.

7.5 Should it become reasonably apparent to the Business that a User has used a Card in an unauthorised manner, the Business will immediately revoke its authority for that User to use the Card and shall obtain that User's Card.

7.6 If a transaction was not authorised or incorrectly executed by the Business, it must notify the Bank without undue delay on +44 1268 508020.

7.7 If a transaction was not authorised by the Business, the Business is entitled to an immediate refund of the amount and interest or charges that would not have been payable but for the transaction.

7.8 Where a transaction is incorrectly executed, the Bank is liable for Purchases and Cash Advances, if it can be proved that the Bank received the payment order.

#### 8. Exclusions

8.1 Except in respect of death or injury resulting from the Bank's negligence, the Bank will not be liable to the Business for: (i) the refusal of or delay by any retailer or any bank or other third party to accept or honour any Card nor will it be responsible for in any way for the goods, services or information supplied to the Business or the User; (ii) publication of a refusal of authorisation of any Transaction or the manner in which such refusal of authorisation is communicated where this is not within the Bank's direct control; (iii) any machine malfunction, or failure or delay in provision of the service arising from an event of force majeure affecting the Bank; (iv) the Bank's compliance with legal or regulatory requirements; (v) any loss of business, contracts, profits or anticipated savings or for any indirect or consequential loss whatsoever and howsoever arising in connection with this Agreement including negligence.

- 8.2 Any complaints by either the User of the Business about any act or omission by any retailer, bank or other third party must be resolved by the Business with that retailer, bank or third party, and no claim against the same may be the subject of set-off or counterclaim or defence against the Bank.
- 8.3 Subject to the terms of this Agreement, the Bank shall only be liable for any direct loss reasonably incurred by the Business arising out of this Agreement where it is directly caused by the Bank's negligence or wilful default under this Agreement and in respect of which the Bank was given full details of the act or omission and in respect of which the Bank did not within a period of twenty days of the receipt of the full details, rectify the negligence or wilful default giving rise to the complaint.
- 8.4 Where the Business is a partnership, each partner is jointly and severally liable on this Agreement. Where a Business Card Account is a joint account, each party on the joint account is jointly and severally liable on this Agreement.
- 8.5 Notwithstanding the death or incapacity of the Business (where the Business is an individual) all Purchases and Cash Advances shall be valid and binding upon the Business or the Business's estate in respect of the Business Card Account, if in either case, made prior to the receipt in writing by the Bank of notice of death or incapacity from the deceased's personal representatives in the case of death or lawfully appointed representative in the case of incapacity.

## 9. Charges

- 9.1 The Business will pay to the Bank such charges (and on such basis) as has been communicated by the Bank to the Business. The Bank may vary such charges (and/or the basis on which they are payable) from time to time in accordance with condition 11. The Bank may also charge for providing duplicate statements. The amount of the applicable charge is stated at condition 9.9.
- 9.2 The Business will pay by direct debit to the Bank an annual Card Fee of €30 for each Card issued by the Bank to be paid on the date on which the Card is issued and on each anniversary of the date of the Application Form. For any Cards issued after the date of the Application Form the first Card Fee is pro rata from the date of issue of the Card to the anniversary date of the Application Form.
- 9.3 In the event of non-payment by the due date interest will be charged on Purchases from the statement date at a rate of 0.0657% per day (or such other rate as determined and notified to the Business by the Bank from time to time) equivalent to 2.0% (min €3) per month on the average daily balance until full payment is credited to the Business Card Account together with an admin fee of €8.50. Any payment to Your account that is returned unpaid will be charged a handling fee of €8.50.
- 9.4 A Cash Handling Fee of 1.75% (min €2.54) is payable in respect of each Cash Advance.
- 9.5 Card Transactions will be carried out in euro. Any amount debited to the Business Card Account as a result of a Card Transaction in a currency other than euro will be converted into euro using the exchange rate used by the payment scheme as applicable at the date of debit. There will be added an administration levy of 2% of the transaction value. More information on exchange rates for MasterCard can be found at [www.oanda.com](http://www.oanda.com)
- 9.6 The Bank may vary the Card Fee, interest rate and APR applicable to the Business Card Account from time to time in accordance with condition 11.
- 9.7 In calculating the APR, no account has been taken of any variation which may occur under the Agreement of the rate or amount of any item entering into that calculation, which may be varied from time to time by notice to the Business at the entire discretion of the Bank.
- 9.8 If the Business repays the full new balance shown on the Statement by the payment due date, the Bank will not charge any interest on any Purchases on that Statement.
- 9.9 Ancillary fees may be charged for the following additional services: duplicate statements (€4) and emergency replacement card (€112.50).
- 9.10 Currency conversion charges as a percentage mark up over the latest daily rate issued by the European Central Bank can be viewed by visiting [www.ulsterbank.ie/business.html](http://www.ulsterbank.ie/business.html). The calculator can be found in Help and Support, Support Centre, Useful Information section titled Clearer Card Spending Abroad, this information is indicative and subject to change. The Bank will not send further confirmation to the customer detailing the percentage mark up.

## 10. Commencement and Duration

- 10.1 This Agreement will come into effect on the signature by the Business and the Bank and shall replace any previous agreements for the issue of Cards to the Business, except that the termination of those agreements shall not affect the accrued rights and obligations of the parties at the date of termination or any provisions of those agreements which expressly or impliedly survive termination and save that such termination shall not extend to any authorities given in any application form or mandate.
- 10.2 Thereafter, this Agreement shall continue:
- either until terminated by either party. The Bank may terminate this Agreement for any reason by giving the Business at least 2 months' notice. The Business may terminate the Agreement by giving not less than 1 month's written notice to the Bank; or
  - until terminated with immediate effect by the Bank by giving written notice to the Business if the Business is in material breach of the Agreement.
- 10.3 On termination of this Agreement for whatever reason, all Cards will be cancelled and the Business will immediately return all Cards in accordance with condition 6.1 and any balance, interest and outstanding fees on each Business Card Account will become immediately payable. Where annual Card fees have been applied to the Business Card Account within the twelve months prior to the date of termination, those fees will be pro-rated to the date of termination and the Business Card Account will be credited with the proportion of the amount that corresponds to the period after the date of termination. In the event that any sums are not paid in full, interest and fees will continue to accrue at the contractual rate or amounts notified to you under the terms of this Agreement which terms will continue in effect notwithstanding the termination.
- 10.4 The Business remains liable for all Card Transactions authorised prior to the date of termination or the result of continued use of the Card. The Business must also pay any interest and fees which are applied to the Business Card Account after the date of termination.
- 10.5 If this Agreement is terminated for any reason and the Business requests the Bank to assign the Bank's rights, duties and obligations to another bank or card issuer and the Bank agrees to such request (and the Bank shall be under no obligation to agree to such a request), then the direct costs of the assignment and any incidental costs incurred by the Bank in relation thereto will be borne in full by the Business or the other bank or card issuer and payment shall be made within 21 days of the date of an invoice from the Bank.
- 10.6 For the avoidance of doubt, termination shall not affect any rights or liabilities of either party existing at the date of termination nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after that termination or expiration. Without prejudice to the foregoing, conditions 4, 5, 6, 8, and 9 will survive the expiry or termination of this Agreement howsoever caused. If any of the events specified in condition 4.7 occurs, the Card Facility will terminate immediately upon the Bank giving written notice to the Business.

## 11. Variation

The Bank reserves the right to unilaterally:

- (i) vary any or all of the conditions of this Agreement by notifying the Business at least 2 months before the change is due to take effect. The change will automatically take effect and the Business will be deemed to have accepted the notified change unless the Business notifies the Bank that it does not agree to the change. In that event the Bank will treat that notice as notification that the Business wishes to immediately terminate the Agreement;
- (ii) change with immediate effect the applicable Bank's exchange rate used or the payment scheme's exchange rate (as applicable);
- (iii) make changes which are more favourable to the Business immediately and without notification.

## 12. Additional Features

The Bank may replace, remove, amend or vary any or all of the Additional Features. Any such changes will be effective upon notice to the Business and the User and the method of notice shall be determined by the Bank as permitted by law.

## 13. Notice

All notices and other communications must be in writing. The Bank may deliver a notice or communication to the Business at the contact details last known to the Bank, the Business' registered office or electronically where the parties agree. A notice or communication by the Bank will be effective at the time of personal delivery or when an electronic message is sent; on the second Business Day after posting; or, if by facsimile at the time of sending if sent before 6pm on a Business Day or otherwise on the next Business Day. Unless the Bank agrees otherwise, a notice from the Business to the Bank must be in writing addressed to Ulster Bank Head Office, Block B, Central Park, Leopardstown, Dublin 18 and will be effective upon receipt.

## 14. Proper law

- 14.1 This Agreement is concluded in English and shall be governed by and construed in accordance with the laws of Ireland. The parties irrevocably agree for the benefit of the Bank that the courts of Ireland are to have jurisdiction to settle any legal action or proceedings to enforce this Agreement and to settle any dispute arising out of or in connection with this Agreement. The provisions of this condition shall not affect the right of the Bank to take proceedings in any other jurisdiction nor shall the taking of proceedings in any jurisdiction preclude the Bank from taking proceedings in any other jurisdiction.

## 15. Assignment

- 15.1 The Bank may transfer its rights and or assign its obligations or otherwise dispose of this Agreement or any sums due under it (in whole or in part) without notice to the Business.
- 15.2 The Business consents to the Bank passing any financial or other information relating to the Business to any actual or potential assignee and agrees that such assignee may rely on the truth and accuracy of any information or representation provided by, or at the request of, the Business to the Bank.
- 15.3 If this Agreement is assigned, the assignee will notify the Business of any alternative address and telephone number for the purpose of notification under condition 7.1. Until such notification has taken place, the number in condition 7.1 will continue to apply.

## 16. General

- 16.1 The Bank tries to provide the service as described in this Agreement at all times but does not accept responsibility where, through causes beyond its control including without limitation industrial action, labour dispute, telecommunications failure, failure of power supplies or equipment, it is unable to do so or it delays in doing so ("events of force majeure"). If the Bank is unable to produce or send a Statement through a cause beyond its control, or any Statement is not received, the liability of the Business for any charges and liabilities under this Agreement will nevertheless continue.
- 16.2 The Business agrees that the Bank may at any time disclose to any other member of MasterCard any data or details relating to the Business Card Account, pursuant to the Bank's obligations under this Agreement to operate the Account on behalf of the Business.
- 16.3 The Business will immediately notify the Bank in writing of any change of name or address or change of telephone or facsimile number.
- 16.4 The rights of the Bank under this Agreement shall not be prejudiced or restricted by any time, indulgence, or forbearance extended to the Business. In no event shall any waiver by the Bank of any breach of this Agreement be deemed to be a waiver by the Bank of any subsequent breach of the same. Any such waiver to be effective must be in writing and be signed by an authorised officer of the Bank.
- 16.5 Any other facilities or benefits made available to the User and/or the Business as such and not forming part of this Agreement may be withdrawn at any time without notice.
- 16.6 The headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of any clause or condition to which they refer.
- 16.7 Where the Business does not maintain a banking relationship, i.e. a current account, with the Bank then, to enable the Bank to assess the financial position of the Business throughout the term of this Agreement, the Business will, and at its own expense, where requested by the Bank, provide the Bank with the Business' latest audited accounts and any other information the Bank may reasonably require.
- 16.8 The Business consents to the Bank monitoring, copying and recording communications received by way of the service or calls made to the Bank for any purposes in connection with the provision of the Card Facility.
- 16.9 If any provision of this Agreement or any part of any such provision is held to be invalid, unlawful or unenforceable, such provision or part thereof (as the case may be) shall be ineffective only to the extent of such invalidity, unlawfulness or unenforceability, without rendering invalid, unlawful or unenforceable or otherwise prejudicing or affecting the remainder of such provision or any other provisions of these terms and conditions.
- 16.10 Either party may delegate responsibility to a third party, or appoint one or more agents to act on its behalf, in respect of its obligations under this Agreement. The appointment of an agent or the delegation of authority by a party as permitted by this condition, shall not relieve that party of its responsibility or its obligations under this Agreement.

## 17. Warranties by the Business

- 17.1 The Business warrants to and undertakes with the Bank that:
- 17.1.1 The Business is duly incorporated (where appropriate) and validly existing under the laws of the jurisdiction in which it has been registered and has full power and authority to enter into and perform its obligations under this Agreement;
- 17.1.2 All acts, conditions and things required to be done, fulfilled or to have happened prior to the signing of this Agreement (including the obtaining of all necessary consents whether governmental, regulatory or otherwise) in order to enable the Business lawfully to enter into and perform all its obligations under this Agreement and to constitute all such obligations as valid and binding and enforceable in accordance with their respective terms and make this Agreement admissible in evidence have been done, performed and have happened and a copy of every necessary consent has been delivered to the Bank;
- 17.1.3 The entry by the Business into this Agreement and the performance by the Business of its obligations hereunder do not, have not or will not violate any law or regulation to which the Business is subject, nor any of the documents constituting the Business, nor any agreement to which the Business is party or which is binding on the Business or any of the assets of the Business; and

- 17.1.4 All information given to the Bank by the Business or on its behalf prior to the signing of this Agreement is and all information provided hereafter will be true, complete and accurate in all material respects.
- 17.2 Each of the warranties in condition 17.1, will be correct and complied with in all respects at all times as long as this Agreement remains in force as if repeated then by reference to the circumstances existing at the time.

## 18. Your Information

### Who we are

We are a member of NatWest Group plc ("the **NatWest Group**" or "NatWest") and we are responsible for processing your information. More information about the NatWest Group can be found at [www.natwestgroup.com](http://www.natwestgroup.com) by clicking on 'About Us'.

### Your Information

- 18.1 We collect and process various categories of personal and financial information throughout your relationship with us, to allow us to provide our products and services and to run our business. This includes basic personal information such as your name and contact details, and information about your financial circumstances, your accounts and transactions. This section sets out how we may share your information with other NatWest companies and third parties.
- 18.2 For more information about how we use your personal information, the types of information we collect and process and the purposes for which we process personal information, please read our full privacy notice, Ulster Bank Ireland DAC Privacy Notice – Long form, (our "Privacy Notice") at [www.ulsterbank.ie/privacy](http://www.ulsterbank.ie/privacy).
- 18.3 We can make very limited use of information that you provide to us in relation to a third party, for example an additional authorised account user. This will not impact business card users, where only the name of the individual is provided to us. If you provide such information to us, we will:
- (a) contact the third party to advise them that we have received their data, the circumstances under which we have received it and the purposes for which we will use the data;
  - (b) ask for confirmation that we may process that data;
  - (c) provide the third party with access to our privacy notice; and
  - (d) request that the third party ensures that their information is accurate, up-to-date and that they promptly notify us if they become aware that it is incorrect.
- 18.4 Your information may be shared with and used by other NatWest companies. We will only share your information where it is necessary for us to carry out our lawful business activities, or where it is necessary to comply with laws and regulations that apply to us.
- 18.5 We will not share your information with anyone outside NatWest except:
- (a) where we have your permission;
  - (b) where required for your product or service;
  - (c) where we are required by law and to law enforcement agencies, judicial bodies, government entities, tax authorities or regulatory bodies around the world;
  - (d) with other banks and third parties where required by law to help recover funds that have entered your account as a result of a misdirected payment by such a third party;
  - (e) with third parties providing services to us, such as market analysis and benchmarking, correspondent banking, and agents and sub-contractors acting on our behalf, such as the companies which print our account statements;
  - (f) with other banks to help trace funds where you are a victim of suspected financial crime and you have agreed for us to do so, or where we suspect funds have entered your account as a result of a financial crime;
  - (g) with debt collection agencies;
  - (h) with the Central Credit Register, credit reference and fraud prevention agencies;
  - (i) with third party guarantors or other companies that provide you with benefits or services (such as insurance cover) associated with your product or service;
  - (j) where required for a proposed sale, reorganisation, transfer, financial arrangement, asset disposal, including, without limitation, loan portfolio sales, securitisations or other transaction relating to our business and/or assets held by our business where information may be shared with any relevant third party;
  - (k) in anonymised form as part of statistics or other aggregated data shared with third parties; or
  - (l) where permitted by law, it is necessary for our legitimate interests or those of a third party, and it is not inconsistent with the purposes listed above.
- 18.6 If you ask us to, we will share information with any third party that provides you with account information or payment services. If you ask a third party provider to provide you with account information or payment services, you're allowing that third party to access information relating to your account. We're not responsible for any such third party's use of your account information, which will be governed by their agreement with you and any privacy statement they provide to you.
- 18.7 In the event that any additional authorised users are added to your account, we may share information about the use of the account by any authorised user with all other authorised users.
- 18.8 NatWest will not share your information with third parties for their own marketing purposes without your permission.
- 18.9 We may transfer your information to organisations in other countries (including to other NatWest companies) on the basis that anyone to whom we pass it protects it in the same way we would and in accordance with applicable laws. We will only transfer your information if we are legally obligated to do so, or where the other country has laws that adequately protect your information, or where we have imposed contractual obligations on the recipients that require them to protect your information to the same standard as we are legally required to.

## 19. Important Information

If You are unhappy with our service for any reason or have cause for complaint, you should contact the Manager, Ulster Bank Ireland DAC, Commercial Cards Division, PO Box 4015, Dublin 2. We are a member of The Financial Services and Pensions Ombudsman. If you are not satisfied after following our complaint handling procedures, you may wish to refer your complaint to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone 01 567 7000. Email enquiries should be sent to [info@fspoi.ie](mailto:info@fspoi.ie)

### Complaints procedure

If you're not satisfied with any of our products or services, we have a complaint handling procedure that you can use to resolve such matters. A leaflet giving full details of our procedure is available in conjunction with this brochure. If your complaint relates to a product or service purchased online, you can contact the European Commission using their Online Dispute Resolution (ODR) platform. The ODR platform, primarily aimed at European Union (EU) cross-border disputes, is designed to help consumers resident in the EU get access to dispute resolution if they remain unhappy with the response they have received from a trader established in the EU. To use the ODR platform <http://ec.europa.eu/odr> you will need the following information: [ComplaintsRI@ulsterbank.com](mailto:ComplaintsRI@ulsterbank.com) Please note that under current rules the European Commission will ultimately redirect your complaint to the Financial Services and Pensions Ombudsman (FSPO), therefore you may prefer to contact us or the FSPO directly in the first instance regarding your complaint.



To find out how we can help your business

 **Call into your local branch or business centre**

 **[ulsterbank.ie/businesscard](https://www.ulsterbank.ie/businesscard)**

This brochure is also available in Braille, large print, audio or on disk.  
Please contact your local branch for details.



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Calls may be recorded.  
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