

Purchasing Card

Terms and Conditions

Ulster Bank Ireland DAC Purchasing Card Terms and Conditions

This is a copy of your agreement for you to keep.

This agreement is between us, Ulster Bank Ireland DAC, Commercial Cards Division, PO Box 4015, Dublin 2, and You, the Business.

This Charge Card Agreement comprises the above terms together with the Terms and Conditions set out below. The Business can request a copy of this information at any time during the term of the Agreement.

KEY FINANCIAL INFORMATION

- A. We will set your Corporate Credit Limit at such amount as may be agreed between us and You from time to time.
- B. Each month you must pay on or before the Payment Due Date on your monthly statement the full amount outstanding on the Account. This Payment Due Date will depend upon whether you have chosen an extended Grace Period. Your first monthly statement will normally be produced within one month of using the Account.
- C. Card Fee - €35.
- D. For Cash Advances we charge a cash handling fee which is 1.5% of the transaction amount.
- E. Monthly Grace Period fee as outlined below:

Extended Grace Period:	7 days	14 days	21 days	25 days	28 days
Centrally Billed Standard Card	Free	0.25%	0.50%	0.75%	1.00%

- F. We may from time to time change what we will charge you under this Agreement. We will give you two months' advance written notification of any such change (see Condition 5.1 of the Terms and Conditions).
- G. We will charge you:
 - €8.50 if the payment is not received by the Payment Due Date;
 - Late payment interest on Purchases unpaid by the Payment Due Date at 2% per month (minimum €3.00) until paid in full.
 - An administrative charge for ancillary services (such as providing duplicate statements as stated in Condition 5.5 of the Terms and Conditions).
 - A commission on transactions that are not in euro (see Condition 5.2 of the Terms and Conditions)

Theft, loss or Misuse of the Card

If a Card is lost, stolen or misused by someone without permission, the maximum liability for the Business will be €30.

MISSING PAYMENTS

Missing payments could have severe consequences and make obtaining credit more difficult.

Definitions

Below, we have given definitions of the words and terms used in the Agreement:

Account means the account which the Bank opens and maintains for each Card to be used and each reference to an "Account" or "the Account" includes all "Accounts";

Additional Card means any Card subsequently added to the Account after the date of the original Agreement;

Additional Features means any additional products or services which the Bank may offer or make available to the Business and/or Cardholders subject to such Terms and Conditions as are notified to the Business and/or the Cardholder from time to time;

Administration Levy is a non-euro transaction fee (foreign transaction fee) of 2% that applies to Transactions outside the euro-zone;

Agreement means the agreement between the Bank and the Business and which comprises the Application Form and any other document(s) which the Business is required to execute for the provision of the Card Facility, these Terms and Conditions and any changes or amendments to them as notified by the Bank to the Business from time to time;

Application Form means the "Application and Agreement Form" that the Business has completed in respect of its application for a Card Facility;

Authorised Person means the principal, an authorised official, an authorised partner, director of the Business or an authorised employee of the Business as varied from time to time;

Bank means Ulster Bank Ireland DAC;

Billing Unit means the individual or unit responsible for settlement of any outstanding balance and this can be at individual cardholder level, overall company level or agreed sub-sets within this;

Business means any body corporate including a company or a limited liability partnership, an individual and any non-corporate body including a sole trader, partnership, association, charity, club or society to whom Cards are issued in accordance with the Agreement. Where the Business consists of two or more persons that definition means all or any of them and the liability of such persons shall be joint and several;

Business Account means the account opened and maintained by the Bank in the name of the Business;

Card means any Ulster Bank Purchasing Card and any reference to "a Card" or "the Card" shall be construed accordingly;

Cardholder Application Form means the form used by the Business to request the issuing of a Card to the person nominated on the form being an officer, employee or director of the Business;

Card Facility means the Facility provided by the Bank under the Terms and Conditions of the Agreement whereby credit is provided through the use of the Card(s);

Card Fee means the annual fee for each Card which is charged for each year or part of a year during which an Account is maintained;

Cardholder means the officer, employee or director of the Business authorised to receive a Card, as notified to the Bank on the Cardholder Application Form;

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

Card Transaction mean a Purchase or a Cash Advance;

Cash Advance means the use of a Card to withdraw cash from cash machines or over the counter or the purchase of foreign currency or travellers' cheques and money transfers;

Cash Handling Fee means the fee levied for the use of a Card to obtain a Cash Advance;

Corporate Credit Limit means the maximum amount of credit which the Bank agrees to provide to the Business;

Deposit Guarantee Scheme means the scheme established by the European Communities (Deposit Guarantee Schemes) Regulations, 1995, amended by the European Communities (Deposit Guarantee Schemes) (Amendment) Regulations 2009 (S.I. No. 228 of 2009) and the European Union (Deposit Guarantee Schemes) Regulations 2015 (S.I. No. 516 of 2015), and administered by the Central Bank of Ireland to protect deposits in banks, building societies and credit unions authorised in Ireland;

Direct Debit means a payment made by the payer's bank to the company to whom the payment is due;

Direct Debit Instruction means an authorisation from the payer to the originator to collect payment from the payer's bank account;

Direct Debit Originator means a company or organisation that is authorised to collect direct debits directly from a bank account;

Effective Date means the date of the Agreement;

Grace Period means the number of days between the Statement Date and the Payment Due Date;

Password means a password chosen by You and Your Cardholders for use with the Card which is requested by the Bank as a means of identification when You and Your Cardholders call the Purchasing Card Helpline Number;

Payment Due Date means the date by which payment must be received and is the statement date plus the number of days in the Grace Period;

PIN means the Personal Identification Number that the Bank issues for use with a Card;

Purchase means the use of a Card 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;

Status Enquiry Authority means the form completed by the Business which authorises the Bank to undertake the necessary checks to establish credit worthiness of the Business;

Transactions means Card Transactions and Purchases and other transactions (whether permitted under this Agreement or not);

Visa means Visa International, the payment scheme network;

"You" or "Your" means the Business;

"We" or "we" means Ulster Bank Ireland DAC.

1. Issue of Cards

- 1.1 The Business may apply for the Bank to issue Cards to a Cardholder or Cardholders nominated by the Business. The Bank may at its sole discretion choose whether or not to issue a Card to a nominated Cardholder. The Business authorises the Bank to issue a Card and a PIN to a Cardholder nominated by the Business. Each Cardholder is authorised by the Business to use the Card and authorise Transactions on the Business' behalf which the Business is liable for
- 1.2 Each Card and the related PIN and Password(s) will be issued by the Bank to the Business in accordance with these Terms and Conditions and will bear the name of the Cardholder and the name of the Business. Each Card may be used only by the Cardholder named on it.
- 1.3 Cards will be issued by the Bank to the Business following the receipt of a completed Cardholder Application Form from the Business requesting the issue of a Card to the person nominated in the Cardholder Application Form.
- 1.4 The Bank may at any time, and without affecting Your obligations under this Agreement which shall remain in force, cancel, suspend or restrict a Cardholder'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 Account;
 - b) if the Bank suspects that the Account is being used in breach of this Agreement or in an unauthorised or fraudulent manner; or
 - c) if there is a change in the Business' financial circumstances giving the Bank reasonable grounds to believe there to be a significant risk that the Business may have difficulty paying the Bank, including in the circumstances set out in Condition 3.3(a) to 3.3(g). Prior notice will be given to the Business by the Bank unless it is unable to do so or it would be illegal or would compromise the security of the Account, in which case the Bank will inform the Business afterwards.
- 1.5 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 is unsure about the identity of the person using the Card;
 - e) errors, failures or refusals by merchants, payment processors or payment schemes processing Card Transactions; or
 - 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 1850 812 888 (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.

1.6 The Bank may restrict the proportion of the Corporate Credit Limit which may be used as Cash Advances. If the Bank does this, it will inform the Business. The Bank may also restrict the amount the Business may draw as Cash Advances within any one 24 hour period.

2. Use of Cards

2.1 A Card Transaction will be regarded as authorised by the Business where the Business or a Cardholder:

a) authorises the Card Transaction at the point of sale by following whatever instructions are provided by the merchant to authorise the Card 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 Card Transaction can include authorising any single Card Transaction, a series of recurring Card Transactions (including transactions for an indefinite period), or preauthorising a future Card Transaction of a certain or uncertain amount.

b) Inserts a Card and the PIN and makes a request for a Cash Advance at an ATM or at any bank counter;

c) 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 Account.

2.2 In the event that a Card Transaction has not been authorised, the Business or Cardholder may authorise a Card Transaction after it has been made by providing 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 Cardholder after the time it is provided by the Cardholder. However, the following transactions may be withdrawn at a later date as follows:

- a) 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
- b) 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:

- a) For Purchases and ATM transactions, at the time the Bank receives the Transaction instruction from the merchant acquirer or ATM operator;
- b) For any Transaction communicated directly to the Bank, at the time you ask the Bank to complete the Transaction.

2.6 The Account is intended as a debit facility only, and while it is possible to have a credit balance on the Account this is not recommended. The Bank may, at its discretion, request you to use any credit balances within a certain timeframe or may refund you the credit balance at any time. No interest is paid by the Bank on credit balances on the Account.

Cardholder Usage

2.6 The Business undertakes that each Cardholder will:

- a) sign the Card bearing his/her name immediately upon receiving it and will not use that Card nor part with possession of it before signing it;
- b) not disclose the number appearing on the relevant Card to any third party except for the purpose of a transaction in connection with the use of the relevant Card or of notifying the Bank of the loss, theft or possible misuse of the Card;
- c) not exceed the Cardholder Credit Limit for the Card as notified to the Business by the Bank from time to time;
- d) 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 is given to the Business either by the Bank or by a person acting on behalf of the Bank;
- e) use the Card as the agent of the Business;
- f) not use the Card before or after the time that the Cardholder is authorised to be a Cardholder by the Business or after the time that such authority has been terminated;
- g) adhere to these Terms and Conditions and any variations, additions or amendments as notified to the Business or the Cardholder by the Bank from time to time;
- h) memorise the PIN issued with the Card and destroy the notification slip immediately;
- i) ensure the PIN and any Passwords are not made known to any other person and keep their chosen Password secret and take all reasonable precautions to prevent it becoming known to another person and prevent its fraudulent use;
- j) not use the Card to carry out Card Transactions for illegal purposes;
- k) only use the Card in connection with or for the purposes of the business, trade or profession of the Business and not for any personal spending.

Business Obligations in Relation to the Cards

2.7 The Business undertakes that it will:

- a) notify the Bank immediately if any Cardholder ceases to be an authorised person, or leaves the Business, or if the address of the Business changes;

- b) meet all expenditure and 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 Cardholder Credit Limit and/or the Corporate 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;
 - c) maintain an internal policy or other guidance requiring Cardholders to use Cards for the purposes of the Business only and not for any personal spending;
 - d) adhere to these Terms and Conditions and any variations, additions or amendments as notified to the Business from time to time in accordance with Condition 13.1;
 - e) notify the Bank immediately without undue delay (and within a maximum of thirteen months after the date on which the Transaction has been debited to the Account) where the Business knows or suspects a Card has been misused or where a payment has been wrongly executed.
- 2.8 The Business may be entitled to claim a refund in relation to Transactions where:
- a) a Card Transaction was not authorised in accordance with this Agreement;
 - b) the Bank is responsible for a Card Transaction which was incorrectly executed and the Business or Cardholder notified the Bank in accordance with Condition 2.7(e);
 - c) a pre-authorised Transaction did not specify the exact amount at the time of its authorisation and the amount charged by a supplier is more than the Cardholder 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:
 - the amount of the Transaction was made available to the Business or Cardholder within a reasonable period before the Card Transaction date; or
 - it is not made within a reasonable period after the Card Transaction is debited to the Account.
- 2.9 All Transactions will be debited to the relevant Account and a statement showing all Transactions so charged and any interest or charges incurred to that Account will be sent to the Business once during each month (the "Statement"). The Business or the Cardholder (as applicable) will examine the Statement carefully upon receipt, and contact the Bank as soon as possible, preferably within four weeks, with any queries.
- 2.10 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 account;
 - c) the amount of any charges for the Transaction and any 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; and
 - e) the date the Transaction was authorised and posted onto the Account.
- 2.11 Statements will be provided either by post or by electronic means. No Statement will be provided if there is a nil balance and there have been no entries since the last Statement.

3. Payment by the Business

- 3.1 The Statement will constitute a proper demand for payment. Payment of the full amount required that month shall be made by the Business by a single payment within the number of days from the date of the Statement (the "Statement Date") as is agreed between the Bank and the Business and as indicated on the Application Form (the "Grace Period") and, for the avoidance of doubt, by no later than the Payment Due Date. The Bank will send a Statement to the Business once during each month except where there has been no movement on the Business Account during the period to which the Statement relates and the balance of the Business Account is nil.
- 3.2 Payment will only be treated as having been made when cleared funds have reached the Account and will be applied in the following order:
- a) in payment of the Card Fee, any monthly service fee, Transaction fee, any late payment charge (including interest) and all handling charges shown on any statement;
 - b) towards repayment of all Cash Advances shown on any statement;
 - c) towards repayment of all Purchases shown on any statement;
 - d) towards repayment of any Cash Advances made but not yet shown on any statement; and
 - e) towards repayment of any Purchases made but not yet shown on any statement.
- 3.3 The whole of the outstanding balance on each Account together with any interest and charges and the Card Fee (if outstanding in whole or in part) shall become immediately due and payable without demand or notice from the Bank subject to any statutory regulations if:
- a) the Business becomes unable to pay its debts when they fall due; or
 - b) in the case of a company, any step is taken by any person with a view to the appointment of a liquidator, receiver or an examiner, out of court or otherwise in relation to the Business or a resolution is passed or a petition or application is presented to the court for the winding up or examination of the Business or for any form of moratorium or the Business passes a resolution for voluntary winding up (otherwise than for the purpose of reconstruction while solvent), or
 - c) in the case of a partnership, the partnership is dissolved; or
 - d) in the case of a trust, council or similar organisation, the Business is dissolved (other than under a bona fide amalgamation scheme where the liabilities of the Business are transferred to a successor authority or body); or
 - e) the Business compounds with or enters into any arrangement with creditors; or
 - f) any distress, execution or diligence is levied or threatened to be levied upon any of the property or assets of the Business; or
 - g) a receiver or an administrative receiver 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.

3.4 The Business agrees that the Bank may at any time disclose any information regarding any Account to any party involved in processing Card Transactions or otherwise fulfilling the Bank's obligations under this Agreement or to Visa 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.

4. Set Off

4.1 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 Accounts and any other liabilities arising under this Agreement against any credit balance on any account(s) of the Business with the Bank (in any currency). The Bank may also, on the occurrence of any of the events referred to in Condition 3.3, or upon termination in accordance with Condition 10.2

a) combine the Accounts with any other account(s) of the Business; or
b) open a new account in the name of the Business in substitution for the Accounts and debit the new account with any outstanding balance on the Accounts 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.

5. Charges

5.1 The Business will pay to the Bank such charges (and on such basis) as have 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 13.1. The Bank may also charge for ancillary services (such as providing duplicate statements) as detailed in Condition 5.5.

5.2 A Cash Handling Fee of 1.5% is payable in respect of each Cash Advance. Card Transactions will be carried out in euro. Foreign currency Transactions (including purchases of foreign currency and travellers' cheques) will be converted into euro using the exchange rate used by the payment scheme (VISA) as applicable at the date of debit. In addition You will be charged an Administration Levy of 2% of the Transaction value.

5.3 If the Business or the Cardholder fails to repay the full amount outstanding on the Card by the Payment Due Date (and without prejudice to any other rights of the Bank and irrespective of any termination of the Card Facility) the Business will be charged late payment interest on Purchases at 2% per month (minimum €3) (or such other rate as is notified to the Business from time to time) calculated on the average daily balance outstanding for the period to which the Statement relates until full repayment is credited to the Account together with an administration fee of €8.50. Any payment to Your Account that is returned unpaid will be charged a handling fee of €8.50.

5.4 The Business will pay by Direct Debit to the Bank a Card Fee of €35 for each Card issued by the Bank to be paid on the date the Card is issued and on each anniversary of the Application Form. For any Cards issued after the date of the Application Form the first Card Fee will be charged pro rata from the date of the issue of the Card to the anniversary date of the Application Form.

5.5 Ancillary fees include fees for duplicate statements (€4) and an emergency replacement card (€112.50).

5.6 We will debit to the Business Account the amount (if any) of any tax, duty or other charge levied on the Business Account by any competent authority in connection with the Business Account and which we may pay to such authority on Your behalf.

6. Return of Cards

6.1 All Cards are and remain the property of the Bank at all times. 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 Cardholder should that Cardholder cease to be employed by the Business or cease to be authorised to use a Card.

6.2 Where Cards are returned to the Bank they must be cut in half through the signature box and magnetic stripe and also, if the Card has a chip, through the part of the Card containing the chip. The liability of the Business will continue in respect of all Card Transactions undertaken using the Card prior to either the Card or written advice of its destruction being received by the Bank.

6.3 The Business undertakes to advise all originators of recurring authority transactions (e.g. direct debits), that the Card(s) has (have) been cancelled 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 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 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 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 Misused Cards

7.1 If any Card is lost, mislaid or stolen or if any PIN or Password becomes known to an unauthorised person the Cardholder must notify the Bank without undue delay by telephone on **1800 245 399 (24/7) / 1800 245 403** (unauthorised transaction) 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 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(s) is (or are) known to an unauthorised person in accordance with Condition 7.1 and unless the Business or a Cardholder 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 unauthorised person. If someone carries out a fraudulent transaction using the Card details on the internet or by telephone or mail order, the Business will not be liable for the fraudulent transaction. The Business will nevertheless be liable for all losses to the Bank arising from Card Transactions undertaken by the Cardholder or any person obtaining possession of any card with the Business' or the Cardholder's consent or where the Business or the Cardholder was grossly negligent.
- 7.3 If a Transaction was not authorised or was incorrectly executed the Business must notify the Bank without undue delay on +44 1268 508020.
- 7.4 The Business and Cardholders will assist the Bank or its agents in the investigation of the loss, theft or possible misuse of the Cards or the disclosure of the PINs or Passwords and will assist the Bank to recover the Cards. The Business and Cardholders consent to the disclosure to third parties of all relevant information concerning the Accounts in connection with such matters.
- 7.5 If a Transaction was not authorised by the Business or by the Cardholder, 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.
- 7.6 Where a Transaction is incorrectly executed You must notify the Bank promptly and provide full details of the Transaction including the payment order.

8. Unauthorised Transactions

- 8.1 Where two or more Cards are issued, the Business will automatically be covered by a contract of insurance in such form and upon such terms as shall be determined by the Bank from time to time for the purpose of insuring against losses arising from the unauthorised use of Cards by Cardholders (the "Corporate Liability Waiver"). A sample of the current policy is available from the Bank on request.
- 8.2 The Business will be liable for any sums incurred in respect of unauthorised use of Cards (save to the extent provided for in the Corporate Liability Waiver), and in particular for any sums exceeding the limit of indemnity as well as such excess charge which both shall be specified from time to time in the Liability Waiver.
- 8.3 Should it become reasonably apparent to the Business that a Cardholder has used a Card in an unauthorised manner, the Business will immediately revoke its authority for that Cardholder to use the Card and shall take all reasonable steps to procure the return of that Cardholder's Card.

9. Liabilities, exclusions from liability and Refusals, refunds and claims

- 9.1 The Bank will not be liable in any way (i) for 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 Cardholder; (ii) the way in which the publication of a refusal or authorisation is communicated where this is not within the Bank's direct control; or (iii) any machine malfunction, or failure or delay in provision of the service arising from an event of force majeure affecting the Bank.
- 9.2 Except in respect of death or injury resulting from the Bank's negligence, the Bank will not be liable to the Business for:
- 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;
 - any loss arising from any cause with results from abnormal and unforeseeable circumstances beyond the Bank's control the consequences of which would have been unavoidable despite all efforts to the contrary;
 - the Bank's compliance with legal or regulatory requirements; or
 - loss or corruption of data.
- 9.3 Where a retailer becomes liable to make any refund to the Business, the Bank will credit the Business Account with the amount to be refunded only on receipt of a properly issued refund voucher form or other appropriate verification of refund by that retailer in a form acceptable to the Bank, as soon as possible from the date of such refund voucher.
- 9.4 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.
- 9.5 Where the Business is a partnership, each partner is jointly and severally liable on this Agreement. Where a Business Account is a joint account, each party on the joint account is jointly and severally liable on this Agreement.
- 9.6 Notwithstanding the death or incapacity of the Business (where the business is an individual) all Payments and Cash Advances shall be valid and binding upon the Business or the Business's estate in respect of the Business 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.

10. Duration and Termination

- 10.1 These Terms and Conditions shall apply once the Card Facility has been sanctioned by the Bank. Subject to Condition 10.4 this Agreement will remain in force until it is terminated by either party. The Bank may terminate this Agreement for any reason

by giving the Business at least two months' notice. The Business may terminate this Agreement by giving the Bank at least one month's notice.

- 10.2 The Bank will be entitled, in its absolute discretion, to terminate this Agreement with immediate effect if:
- the Business is in breach of any of these Terms and Conditions including any undertaking given by the Business in accordance with Condition 2.6 or 2.7.
 - any event referred to in Condition 3.3 occurs; or
 - any other event or series of events whether related or not (including without limitation any material adverse change in the Business' assets or financial condition) occurs which, in the opinion of the Bank, may affect the ability or willingness of the Business to comply with all or any of its obligations or meet all or any of its liabilities under the Agreement.
- 10.3 In the event of such a decision to terminate as is referred to in Condition 10.2 above, the Bank shall serve written notice on the Business formally demanding immediate payment of the outstanding balance on each Account.
- 10.4 On termination for whatever reason, all Cards will be cancelled and the Business will return all Cards to the Bank immediately in accordance with Condition 6 and any balance, interest and outstanding fees on each Account will be immediately payable. 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 the Business under the terms of this Agreement which terms will continue in effect notwithstanding the termination.
- 10.5 The Business remains liable for all Transactions authorised prior to the date of termination or as a result of continued use of the Card. The Business must also pay any interest and fees which are applied to the Account after the date of termination.
- 10.6 Termination of the Agreement will not affect:
- the rights or liabilities of either party existing at the date of termination; or
 - any terms that apply to any outstanding balance, including interest or fees payable under these Terms and Conditions.
- 10.7 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, 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.

11. Instructions

- 11.1 The Bank shall be entitled to treat all instructions provided by Cardholders or persons notified to the Bank as authorised persons as being duly authorised by the Business and the Business agrees that it will unconditionally ratify the Bank's actions taken in accordance with any such instructions and gives the Bank its irrevocable authority to debit the Account held at the Bank in accordance with any sums due under this Condition 11. The provisions of this Condition 11 are in addition to and not in substitution for the provisions of the Business's mandate to the Bank (if any) from time to time.

12. Notices

- 12.1 All notices and other communications must be in writing.
- 12.2 The Bank may deliver a notice or communication to the Business at the contact details last known to the Bank, the Business' registered address or electronically where the parties agree.
- 12.3 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 faxed, at the time of sending, if sent before 6.00 pm on a Business Day or otherwise on the next Business Day.
- 12.4 Unless the Bank agrees otherwise, a notice from the Business to the Bank must be in writing, addressed to Ulster Bank Ireland DAC, Commercial Cards Division, PO Box 4015, Dublin 2 and will be effective on receipt.

13. General

- 13.1 The Bank reserves the right to unilaterally:
- vary any or all of these Terms and Conditions by notifying the Business at least two 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;
 - change with immediate effect the applicable payment scheme's exchange rate;
 - vary the Corporate Liability Waiver Terms and Conditions from time to time and will notify the Business of any such variation;
 - make changes which are more favourable to the Business immediately and without any notification.
- 13.2 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, on request and at its own expense, on an ongoing basis:
- agree to provide the Bank with the Business' latest audited accounts and any other information the Bank may require and;
 - agree to provide the Bank with a duly completed Status Enquiry Authority as the Bank deems necessary.
- 13.3 The headings in this Agreement are for ease of reference only and shall not be taken into account in the construction of or interpretation of any Condition or provision to which they refer.
- 13.4 The waiver by the Bank of any breach of these Terms and Conditions or of the Liability Waiver Terms and Conditions will not prevent the subsequent enforcement of any of these Terms and Conditions and will not be deemed to be a waiver of any subsequent breach.
- 13.5 These Terms and Conditions and the Agreement are concluded in English and shall be governed by and construed in accordance with Irish law and each party agrees to submit to the exclusive jurisdiction of the Irish Courts as regards any claim or matter arising under the Agreement.

- 13.6 The Bank may monitor and record the Business' phone calls with the Bank in order to maintain and improve the Bank's service.
- 13.7 Any additional facilities or benefits made available to the Business and/or the Cardholder(s) and not forming part of the Agreement may be withdrawn at any time without notice.
- 13.8 Warranties by the Business:
- The Business warrants to and undertakes with the Bank that;
 - 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;
 - 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;
 - 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
 - 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.
 - Each of the warranties in condition 14.8, 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.
- 13.9 For the avoidance of doubt, the provisions set out in Title III and certain provisions set out in Title IV of the Payment Services Directive (Directive 2015/2366) (the "PSD") as implemented in Ireland and as may be varied from time to time do not apply to this Agreement. We will therefore not be making the information disclosures we would otherwise make nor will you have the protections otherwise afforded by the following provisions contained within the PSD (or the relevant Irish implementing regulations): Articles 39-50 (inclusive) Article 62(1), the second paragraph of Article 64(2), Articles 49, 74, 76, 77 and 89.

14. Your Information

Who we are

We are a member of The Royal Bank of Scotland Group plc ("the **RBS Group**" or "RBS") and we are responsible for processing your information. More information about the RBS Group can be found at www.rbs.com by clicking on 'About Us'.

Your Information

- 14.1 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 RBS companies and third parties.
- 14.2 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.
- 14.3 In respect of any personal information relating to a third party that you provide to us, you must:
- notify the third party that you are providing their personal information to us and obtain their permission;
 - provide the third party with a copy of our Privacy Notice and these Terms;
 - promptly notify the third party of any changes to our Privacy Notice that we notify you of; and
 - ensure that, to the best of your knowledge, the personal information is accurate and up to date, and promptly notify us if you become aware that it is incorrect.
- 14.4 Your information may be shared with and used by other RBS 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.
- 14.5 We will not share your information with anyone outside RBS except:
- where we have your permission;
 - where required for your product or service;
 - where we are required by law and to law enforcement agencies, judicial bodies, government entities, tax authorities or regulatory bodies around the world;
 - 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;
 - 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;
 - 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;
 - with debt collection agencies;
 - with the Central Credit Register, credit reference and fraud prevention agencies;
 - 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.
- 14.6 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.
- 14.7 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.
- 14.8 RBS will not share your information with third parties for their own marketing purposes without your permission.
- 14.9 We may transfer your information to organisations in other countries (including to other RBS 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.
- 15. Assignment**
- 15.1 The Business may not assign, subcontract or otherwise transfer this Agreement. The Bank may transfer, assign or otherwise dispose of this Agreement or any sums due under it (in whole or in part) by giving the Business at least two months' notice.
- 15.2 The Business consents to the Bank's passing of 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 telephone number for the purpose of notification under Condition 7.1. Until such notification the number in Condition 7.1 will continue to apply.
- 16. Force Majeure**
- The Bank will not be liable for any delay or failure to carry out any of the Bank's obligations under this Agreement where such failure is due to circumstances beyond the Bank's control.

For more information visit



ulsterbank.com

Help for what matters

 **Ulster Bank**

This brochure is also available in Braille, large print, audio or on disk. Please contact your local branch for details or Textphone 1890 200 119.

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