

barclaycard commercial terms and conditions

These are the terms and conditions for incorporated businesses - those not regulated by the Consumer Credit Act 1974.

If you operate as a sole trader or partnership of three or less, please visit our website to view our small business solutions.

www.barclaycard.co.uk/commercial

Barclaycard Commercial Terms & Conditions

These are the terms and conditions of the agreement between us, Barclays Bank PLC, Barclaycard Commercial, Northampton NN4 7SG ("us") and you, the organisation entering into this agreement.

Product	Card Fee *	Late or Missed Payment Fee	Late or Missed Payment Interest Rate**	Business Credit Limit exceeded Fee	Returned Payment Fee	Cash Withdrawals Fee - the greater of	Cash Withdrawals Abroad Fee - the greater of	Foreign Currency Transaction (forex) Fee	Copy of Statements Fee	Copy of Sales Receipt Fee
Visa Corporate Card Gold GBP (£)	£32	£25	2%	£25	£25	3% or £3	3% or £3 + 2.99% forex	2.99%	£3	£5
Visa Corporate Card Platinum GBP (£)	£78	£25	2%	£25	£25	3% or £3	3% or £3 + 2.99% forex	2.99%	£3	£5
Visa Purchasing Card GBP (£)	£32	£25	2%	£25	£25	3% or £3	3% or £3 + 2.99% forex	2.99%	£3	£5
Lodge	N/A	£25	2%	£25	£25	3% or £3	3% or £3 + 2.99% forex	2.99%	£3	£5
Tracker Solutions (£)	N/A	£25	2%	£25	£25	N/A	N/A	2.99%	£3	£5
Precisionpay	N/A	£25	2%	£25	£25	N/A	N/A	2.99%	£3	£5
Payables	N/A	£25	2%	£25	£25	N/A	N/A	2.99%	£3	£5

Barclaycard Commercial Multi Currency products

Visa Corporate Card Gold EUR (€)	€ 78	€ 32	2%	€ 32	€ 32	3% or €4	3% or €4 + 2.99% forex	2.99%	€ 4	€ 7
Visa Corporate Card Platinum EUR (€)	€ 125	€ 32	2%	€ 32	€ 32	3% or €4	3% or €4 + 2.99% forex	2.99%	€ 4	€ 7
Visa Corporate Card Gold USD (\$)	\$99	\$42	2%	\$42	\$42	3% or \$5	3% or \$5 + 2.99% forex	2.99%	\$5	\$9
Visa Corporate Card Platinum USD (\$)	\$149	\$42	2%	\$42	\$42	3% or \$5	3% or \$5 + 2.99% forex	2.99%	\$5	\$9
Visa Corporate Card Gold Swiss Franc (CHF)	CHF 120	CHF 48	2%	CHF 48	CHF 48	3% or CHF 6	3% or CHF 6 + 2.99% forex	2.99%	CHF 8	CHF 12
Visa Corporate Card Platinum Swiss Franc (CHF)	CHF 200	CHF 48	2%	CHF 48	CHF 48	3% or CHF 6	3% or CHF 6 + 2.99% forex	2.99%	CHF 8	CHF 12
Visa Corporate Card Gold Polish Zloty (PLN)	PLN 315	PLN 125	2%	PLN 125	PLN 125	3% or PLN 15	3% or PLN 15 + 2.99% forex	2.99%	PLN 20	PLN 30
Visa Corporate Card Platinum Polish Zloty (PLN)	PLN 525	PLN 125	2%	PLN 125	PLN 125	3% or PLN 15	3% or PLN 15 + 2.99% forex	2.99%	PLN 20	PLN 30
Visa Corporate Card Gold Swedish Krona (SEK)	SEK 756	SEK 300	2%	SEK 300	SEK 300	3% or SEK 36	3% or SEK 36 + 2.99% forex	2.99%	SEK 48	SEK 72
Visa Corporate Card Platinum Swedish Krona (SEK)	SEK 1260	SEK 300	2%	SEK 300	SEK 300	3% or SEK 36	3% or SEK 36 + 2.99% forex	2.99%	SEK 48	SEK 72
Visa Corporate Card Gold Norwegian Krone (NOK)	NOK 630	NOK 250	2%	NOK 250	NOK 250	3% or NOK 30	3% or NOK 30 + 2.99% forex	2.99%	NOK 40	NOK 60
Visa Corporate Card Platinum Norwegian Krone (NOK)	NOK 1050	NOK 250	2%	NOK 250	NOK 250	3% or NOK 30	3% or NOK 30 + 2.99% forex	2.99%	NOK 40	NOK 60
Visa Corporate Card Gold Danish Krone (DKK)	DKK 567	DKK 225	2%	DKK 225	DKK 225	3% or DKK 27	3% or DKK 27 + 2.99% forex	2.99%	DKK 36	DKK 54
Visa Corporate Card Platinum Danish Krone (DKK)	DKK 945	DKK 225	2%	DKK 225	DKK 225	3% or DKK 27	3% or DKK 27 + 2.99% forex	2.99%	DKK 36	DKK 54
Payables Euro (€)	N/A	€32	2%	€32	€32	N/A	N/A	2.99%	€ 4	€ 7
Payables USD (\$)	N/A	\$42	2%	\$42	\$42	N/A	N/A	2.99%	\$5	\$9
Precisionpay Euro (€)	N/A	€32	2%	€32	€32	N/A	N/A	2.99%	€ 4	€ 7
Precisionpay USD (\$)	N/A	\$42	2%	\$42	\$42	N/A	N/A	2.99%	\$5	\$9
Tracker Solutions Euro (€)	N/A	€32	2%	€32	€32	N/A	N/A	2.99%	€ 4	€ 7
Tracker Solutions USD (\$)	N/A	\$42	2%	\$42	\$42	N/A	N/A	2.99%	\$5	\$9

* Per card account, charged when account is opened and annually thereafter

** Please refer to Condition 3.3 below

Terms and Conditions

Definitions

In this agreement, "**Account**" means your Barclaycard Commercial Account with us for which we have issued Card Account Details under the terms of this agreement. "**Business Credit Limit**" means the maximum debit balance allowed on your Account. Within the Business Credit Limit we may also define a "**Cash Limit**" which will be the total amount which can be drawn down through cash or cheque Transactions. "**Card**" means any plastic card you are given that is linked to your Card Account Details. "**Card Account Details**" means your card account number, expiry date and card security codes (CVV2 number or equivalent). A "**Transaction**" means any purchase made or cash advance obtained by the use of the Card Account Details. "**We**", "**us**" and "**our**" refer to Barclays Bank PLC, its subsidiaries, associated and affiliated companies. "**You**" and "**your**" means the organisation entering into this agreement, being a partnership, limited partnership, limited company, charity, public authority or other entity (corporate or otherwise) and includes any agents or employees authorised to act on your behalf. "**Verification Information**" means any passwords, security codes etc (including, for example, a PIN) used to identify you as authorised to use the Card Account Details.

1. Using your Account

1.1. This agreement applies to your Account under which we provide you with credit up to your Business Credit Limit. The Business Credit Limit includes your Cash Limit where applicable. We will provide you with credit in the manner set out in and subject to these terms and conditions. All Card Accounts under this agreement are charge cards accounts. Therefore, you must pay your outstanding statement balance in full on or before the due date on the statement or as agreed with us.

1.2. We will tell you your Business Credit Limit when you receive your Account details. We may change your Business Credit Limit based on our assessment of your Account and will tell you about these changes.

1.3. If cash is enabled on your Card it may only be used for cash advances within the daily cash advance limit agreed by us and notified to you from time to time.

1.4. We may send you another Card or new Card Account Details, as a replacement for an existing Card or as an additional Card on your Account. The Card that we send you may have a different account number, different branding or be part of a different card acceptance scheme. The terms that apply to the new Card Account Details will be the same or better than your existing terms. We will tell you about any changes to the terms under Condition 7. You can ask us to issue additional Card Account Details on your Account.

1.5. We may from time to time allow the use of cheques on your Account. If we do allow this we will notify you when we send the cheques. Cheques cannot be used to make payments to us.

1.6. Cards, Card Account Details and any unused Barclaycard cheques belong to us. Where Condition 9 applies we can ask you not to use them and you must destroy them. If we believe Card Account Details are being misused, we may put a stop on them or ask others to retain cards for us for the reasons set out in Conditions 9.1 and 9.2.

1.7. You must not exceed either your Business Credit Limit or your Cash Limit. We may refuse any Transaction if we reasonably consider that it could result in you exceeding either limit. If we authorise a Transaction and you exceed your Business Credit Limit or your Cash Limit as a result this does not mean that we have agreed to an increase in the relevant limit.

1.8. When considering whether you might exceed your Business Credit Limit (or your Cash Limit if applicable) as a result of a Transaction, we may take into account amounts that have not yet been added to your Account balance such as prospective Transactions that we have authorised or interest, fees or charges that you might incur.

1.9. If there is a credit balance on your Account we may return it to you.

1.10. Subject to Condition 6, you are responsible for all use of your Account by Card Account holders, even if they do

something which makes you break this agreement. You must ensure they use their Card Account Details according to the terms of this agreement.

1.11. If you use your Card Account Details for Transactions other than in your billing currency, the Transaction is converted to your billing currency at a daily exchange rate (which includes the foreign exchange fee listed above) on the day it is processed by the relevant card scheme. The daily exchange rate is available if you contact us in accordance with Condition 11. This may not be the same as the exchange rate on the date the Transaction is made or posted to your Account.

1.12. Card Account Details may not be used for any illegal purpose or in any manner prohibited by law. Card Account Details should only be used for legitimate expenditure for or on behalf of your business.

1.13. Where you have Card Account Details that you no longer require, you must notify us immediately and we will deactivate them, if you have a Card you are responsible for destroying it. Where Card Account Details are held by an employee or agent on your behalf, you must tell us as soon as possible if they have ceased or are about to cease their employment with you or if you withdraw their authority to use the Card Account Details.

2. How to make Transactions

2.1. If you want to make a Transaction you must use the Card Account Details and, if required, your Verification Information.

2.2. Once you have made a Transaction we cannot change or cancel it. We cannot cancel Transactions that have not yet been processed. You may be able to cancel Transactions for a future date (including recurring Transactions) by contacting the supplier before the date on which it is due to be made.

3. When to make payments to us

3.1. You must make all payments by the payment due date and in your nominated billing currency. Your statement will tell you how to make payments to reach us on time. Where we become aware that your payment was received on or before the payment due date but credited to your Account after this date because of an error by us, we will either refund or not charge any late payment fees or interest.

3.2. We will send you, or make available to you electronically, a statement showing your payments to us and all the amounts we have put on your Account since your last statement. You must tell us if your statement includes something you think is wrong.

3.3. Where we do not receive the statement balance in full by the due date we will charge interest on the unpaid balance calculated on a daily basis from the statement date until repaid in full. This includes interest on any fees or charges if applicable.

4. Protecting your Card Account Details

4.1. You must:

4.1.1. keep the Card Account Details safe and not allow anyone else to use them without your authorisation; and

4.1.2. learn your Verification Information and keep it safe at all times. Never write a PIN on a Card or on anything usually kept with it, or write down or record the PIN or other security information without first disguising it. Always destroy the letter with your PIN straightaway.

4.2. You must only reveal your Card Account Details to make a Transaction, to report the loss or theft of the Card Account Details or if we allow you to do so.

4.3. You must ensure that any Card is signed immediately on receipt and that you comply with any reasonable instructions that we may give about using Card Account Details, including PINs, and keeping them safe.

5. Lost or compromised Card Account Details

5.1. You must tell us as soon as possible using the contact details in Condition 11 if:

5.1.1. your Card Account Details or any cheques or Cards associated with your Account are lost or stolen, (if you later find them you must destroy them)

5.1.2. if you think that the Card Account Details may have been compromised (which includes if they are used without proper authorisation), or

5.1.3. your Verification Information has been compromised.

5.2. You must give us all the information you have about the loss, theft or misuse. We may give the police any information we think will be useful.

5.3. You will not be responsible for any Transactions if the Card Account Details are lost or stolen or if a Card is misused before you receive it, but you must tell us as soon as you become aware. If someone uses your Card Account Details and obtained them with your permission, you may be liable for all the Transactions which take place before you tell us that they may be misused. You will not be liable for any Transactions where you have not given permission for someone else to use the Card Account Details.

5.4. You will be liable for Transactions if your Card Account Details are lost or stolen or misused in the circumstances set out in Condition 6.3.

6. Refunds and claims against us

6.1. Subject to Condition 6.2, if you confirm to us that a Transaction from your Account was not authorised in accordance with these Conditions, we will immediately refund the amount applied and return your Account to the position it would have been in if the unauthorised Transaction had not taken place. This means, for example, that we will refund interest or charges which we applied as a result of the unauthorised Transaction being applied to your Account. We will have no further liability to you. We may ask you to confirm in writing that you did not authorise the Transaction. If we subsequently discover that you were not entitled to a refund, we shall treat the refund as a mistake and be entitled to reapply the Transaction, including any interest and charges, to your Account.

6.2. If there are reasonable grounds for thinking that you may not be entitled to a refund, we may investigate before giving you a refund. Any investigation will be carried out as quickly as possible in the circumstances and, unless we can show that the Transaction was authorised by you or that you are liable for the Transaction under these Conditions, we will immediately refund the amount applied and return your Account to the position it would have been in if the unauthorised Transaction had not taken place.

6.3. However:

(a) if you have acted fraudulently, you will be liable for all Transactions made from your Account; and
(b) if the Transaction was made because you deliberately or with gross negligence failed to keep your Card Account Details secure or your PIN or your Verification Information safe, you may be liable for all Transactions on your Account that take place until you tell us (as required by Condition 5.1) that your Card Account Details, PIN or Verification Information has been compromised. After you have told us you will not have any further liability for unauthorised Transactions.

6.4. We will only refund a Transaction if the supplier asks us to or in accordance with Conditions 6.1 and 6.2. You cannot use a claim you may have against someone else to make a claim against us, or refuse to pay us, unless you have a legal right to do so. You cannot transfer any rights against us to anyone else.

6.5. Where you have given your Card Account Details to a supplier in the European Economic Area for the purposes of making a Transaction, you can ask us to refund the Transaction if all the following conditions are satisfied:

6.5.1. the authorisation you gave did not specify the exact amount to be paid;

6.5.2. the amount that has been charged to your Account was more than you could reasonably have expected to pay, based on the circumstances, including previous spending patterns; and

6.5.3. you make the refund request within eight weeks of the date when the Transaction was charged to your Account.

6.6. We will ask you to provide information which is reasonably necessary to allow us to investigate whether or not you are entitled to a refund under Condition 6.5.

7. Changing the terms of this agreement

7.1. We may change the terms of this agreement, including interest rates and charges, or introduce a charge for any service provided under or in connection with this agreement, on two

months' notice.

7.2. When we make a change under Condition 7.1 we will tell you the date when it comes into effect. If you do not want to continue the agreement with the change, you must write to us under Condition 8.1 to end the agreement. The change will apply to your agreement until it ends.

8. Ending this agreement

8.1. This agreement has no fixed duration: it will continue until you or we choose to close your Account. Either of us can close the Account by giving written notice to the other. You may alternatively notify us by telephone by calling us on the number on your statement. Unless Condition 8.2 applies, we will give you two months' notice before we close the Account. You must destroy all Card Account Details and cancel any instructions you have given to others to charge Transactions to your Account. You must make all payments due and this agreement will continue until all amounts you owe have been paid including amounts added to your Account after the notice to close the Account. Where you have paid an annual fee we will refund the annual fee on a proportionate basis dependent on the number of months which have elapsed from the date the annual fee was added to your Account.

8.2. We may close your Account and require you to repay immediately all amounts you owe us under this agreement if:

8.2.1. we reasonably believe that you have broken this agreement or any other agreement you have with us regularly or seriously; or

8.2.2. any step, application or proceeding is taken by you, or in respect of the whole or any part of your organisation, for a voluntary arrangement or composition or reconstruction of your debts, winding up, dissolution, administration or receivership (administrative or otherwise), or any partner or director dies or becomes bankrupt or is likely to become bankrupt.

But we will follow any legal requirements before we do so.

9. Why we might restrict Account use

9.1. We may prevent or limit the use of your Account if we reasonably consider it necessary:

9.1.1. to protect the security of your Account; or

9.1.2. because we suspect there may be unauthorised or fraudulent use of your Account; or

9.1.3. because of a significantly increased risk that you may be unable to pay.

If we do, we will let you know.

9.2. We may refuse to approve a Transaction if:

9.2.1. we reasonably consider it necessary to protect the security of your Account;

9.2.2. you have exceeded a limit (such as your Cash Limit or Business Credit Limit);

9.2.3. we are required to by law or by a court or other authority or by another duty which applies to us;

9.2.4. the Transaction seems unusual compared with the way you normally use the Account;

9.2.5. you have reported your Card Account Details as lost, stolen or compromised;

9.2.6. we reasonably suspect fraud or illegality;

9.2.7. if we feel it necessary as a matter of responsible lending; or

9.2.8. we reasonably believe that allowing the Transaction would damage our reputation.

You can contact us to find out why we have refused to approve a Transaction.

9.3. If we refuse a Transaction this agreement will continue and we will not be responsible or incur liability for any loss or damage you may suffer as a result.

10. General

10.1. If we break this agreement, we will not be liable to you for losses and costs caused by abnormal or unforeseeable events, such as any machine failing to work and industrial disputes or other events that we cannot reasonably control and which would have been unavoidable despite all efforts to prevent the event happening, or resulting from us complying with any relevant

requirement under any law or regulation to which we are subject.

10.2. You will be liable for all amounts owed to us under this agreement.

10.3. We may charge a fee for any non-standard services, such as the provision of data files.

10.4. You must tell us as soon as possible if there is a change to your business' name, postal address, e-mail address or telephone number. We must also be advised of any material changes to your business ownership (being a change of 10% or more in the shareholding) and any changes to the personal information (e.g. name and address) of any directors.

10.5. You must have a UK business address. You must tell us if you cease to have a UK business address.

10.6. We may transfer to any other person or legal entity any or all of our rights and duties under this agreement at any time (including, without limitation, our duty to lend to you). We may do this without telling you. Your rights under this agreement and your legal rights will not be affected.

10.7. If you have authorised a supplier to take regular Transactions automatically from your Account (continuous payment authorities), future Transactions can only be cancelled by giving direct instructions to the supplier. We cannot cancel them for you.

10.8. You may be subject to other taxes or costs, which are not paid through us or charged by us, that are payable in connection with this agreement.

10.9. The terms of this agreement, and our dealings with you with a view to entering into this agreement, are governed by English law and subject to the jurisdiction of the English courts.

11. How to contact us

11.1. You can contact us for advice or with queries via our website at

www.barclaycard.co.uk/commercial, or by calling us on the number on your statement or by writing to us at the address below or visiting a Barclays branch. If your Card Details are lost, stolen or compromised, call us on 0844 822 2140 or +44 1604 269452 or write to us at Barclaycard Commercial, PO Box 3000, Teesdale Business Park, Stockton-on-Tees, TS17 6YG.

11.2. You can ask us for a copy of this agreement at any time.

12. How we use your information (Privacy Statement)

Your personal information

12.1. By 'your information' we mean personal and financial information about your business and certain other people (such as your business partners, directors and financial associates) that we need to collect, use, share and store. This includes information we:

(a) obtain from you or from third parties, credit reference agencies (who may search the Electoral Register and any other public or private database they have access to), fraud prevention agencies or other organisations when you apply for an Account (or any other product or service), or which you or they give us at any other time, through any type of communication verbal or written including letters, calls, emails, or through our websites, registrations, researches;

(b) learn from the way you use and manage your Account from the Transactions you make such as the date, amount, currency and the name and type of supplier (e.g. travel services, medical services, retail services) you use and from the payments which are made to your Account.

A "financial associate" is someone living at the same address as you with whom you have a personal relationship and manage your finances jointly in a similar way to a spouse or life partner. This does not include temporary arrangements such as students or flatmates or business relationships, but will include joint account holders, anyone you have told us is a financial associate of yours, and anyone identified by the credit reference agencies' records as your financial associate (you can apply to the credit reference agencies to ask them to de-link someone who is one of your financial associates).

12.2. Your business partners need to agree to you disclosing information about them to us, the credit reference agencies and others described below and to checks being carried out on them and uses of their personal information as described in this

statement. If you are not authorised to give this agreement on their behalf, they will also need to agree. If you have a financial associate, you must tell them that we may check their personal accounts as well as yours. We will send them a notification too.

How we use your personal information

12.3. We and other companies in the Barclays Group will use your information:

- (a) to check your eligibility when you apply for any credit and credit-related products, check details, verify your identity and the identities of any directors, business partners or shareholders;
- (b) to administer and manage your application and Account, give you statements and provide you with products and services, inform you about changes to the features of those products or services or their operation;
- (c) for assessment, testing (including systems tests) and analysis, including credit and/or behaviour scoring, statistical, market and product analysis in order to generate statistical reports to be shared internally or externally with non Barclays' companies for their own purposes. These reports are aggregated and will not contain any information that identifies you;
- (d) to prevent, detect and prosecute money laundering, fraud and other crimes;
- (e) to improve the accuracy of our records;
- (f) to develop and improve our services to you and other customers;
- (g) to respond to your inquiries or complaints;
- (h) to carry out regulatory checks or other work to meet our obligations to any regulatory authority;
- (i) to protect our interests, including locating you and recover any debts you owe, cross-check details on proposals or claims for all types of insurance, to process and collect charges;
- (j) to identify and inform you by letter, telephone (including automated dialling, digital television), text messages or electronically about products and services (including those of others) which may be of interest to you; and
- (k) in any other ways described below.

12.4. We will keep information about you and how you manage your Account private and confidential, but may share it as follows:

- (a) with credit reference agencies and fraud prevention agencies in the ways described below;
- (b) with other companies within the Barclays Group;
- (c) with people who provide a service to us or are acting as our agents, on the understanding that they will keep the information confidential;
- (d) with any company that we are providing products or services in conjunction with;
- (e) with anyone whose name or logo appears on the card issued to you;
- (f) with anyone to whom we transfer or may transfer our rights and duties under this agreement;
- (g) with any third party as a result of any restructure, sale, merger or acquisition of any company within the Barclays Group, provided that any recipient uses your information for the same purposes as it was originally supplied to us and/or used by us;
- (h) if you have consented; and
- (i) if we have a duty to do so or if the law, public interest, or this agreement allows us to do so.

12.5. We may use automated processes when we use your information for any of the purposes listed in this Privacy Statement and/or elsewhere in this agreement.

12.6. You must write to us at Barclaycard Commercial, PO Box 3000, Teesdale Business Park, Stockton-on-Tees TS17 6YG if you don't want us to tell you or allow other members of the Barclays Group to tell you about other products and services. In order for us to ensure that we note this in all our records, it would help us if you give us your bank details and the numbers of any Barclays Group products, insurance and other accounts or policies. If you are not eligible for a Barclaycard Commercial Card at this time, unless you write to the address above you agree that we may use your information to send you details of alternative products (including those of other companies).

12.7. We will retain information about you after the closure of your Account for as long as permitted for legal, regulatory, fraud prevention and legitimate business purposes.

Credit reference and fraud prevention agencies

12.8. We use credit reference agencies and fraud prevention agencies to:

(a) Make enquiries when you apply for any lending products, or to assist us in managing your Account, for example if we wish to consider changing your Business Credit Limit, or offering you other products, now or in the future. When making enquiries we search on:

- (i) publicly available information about you and your business partners including personal credit behaviour;
- (ii) information about the way your directors have handled any personal borrowings, if their other businesses had three or fewer directors or partners;
- (iii) information about your business, your business accounts, the beneficial owners of your business;
- (iv) if you are a director, your residential address to confirm it is the same as that registered at Companies House;
- (v) information about the personal accounts of any "financial associate" of yours.

(b) Share information about you and how you manage your Account. If you give us false or inaccurate information or we suspect or identify fraud, the credit reference agencies will:

- (i) record the information we supply to them, including previous and subsequent names of people authorised to operate the account and details of how the account is run;
- (ii) record the amount of any outstanding debts if you have borrowed from us and not repaid in full and on time. Records shared with credit reference agencies remain on file for 6 years after they are closed, whether settled by you or defaulted;
- (iii) use and supply information about shareholders who beneficially own your business only with their specific consent or for the purpose of checking identities.

(c) Credit reference agencies may use the data we provide for the undertaking of periodic statistical analysis, testing and development to develop and ensure the integrity of existing and future products and services.

12.9. Any enquiry we make at a credit reference agency may be assessed with reference to any 'financially associated' records.

12.10. Credit reference agencies will not use information about you to create a blacklist or make a decision.

12.11. Credit reference agencies keep a record of our enquiries and may record, use and give out information we give them to other lenders, insurers and other organisations, even if your application is unsuccessful. If you give us false or inaccurate information or we suspect or identify fraud this would also apply to fraud prevention agencies and other organisations involved in crime and fraud prevention.

12.12. In particular the credit reference agencies will:

(a) create a record of your business' name, address and owners if it does not have one already;

(b) note on its records about your business showing that we requested a credit search. This will happen whether or not your application with us ultimately proceeds. If your business has applied for credit, our search request (but not our name as the organisation that requested it) will be seen by other organisations when your business applies for credit in the future;

(c) note that enquiries have been made on the personal credit records of any individuals, directors, owners, shareholders, partners or financial associates that we have asked them to search. These will not be seen by other organisations if any of these people apply for credit in the future;

(d) create links in its records between previous and subsequent names you have provided in relation to yourself or anyone else;

(e) send back to us:
(i) information about you, your business partners, your financial associates and your business such as details of previous credit applications and how accounts have been run;

(ii) publicly available information such as details of county court judgments and bankruptcies and information from the electoral register;

(iii) fraud prevention information;

(iv) if you or your business partners are directors, confirmation that the residential address(es) you have supplied match those on the Companies House restricted register of directors' addresses. For directors whose addresses are protected under

the Companies Act 2006, the address(es) you supply will be checked against the credit reference agency's internal proprietary directory.

12.13. The information recorded by credit reference agencies and fraud prevention agencies may be used by us and other organisations to make assessments for credit and to help make decisions about your business or your business partners on credit and credit related services, motor, household, life, and other insurance facilities (including handling claims), trace debtors, recover debts, prevent crime, fraud and money laundering, verify your identity and manage your accounts or insurance policies including to update and maintain the accuracy of our records.

12.14 The information recorded by fraud prevention agencies may be accessed and used as described by us and other organisations including law enforcement agencies in the UK and in other countries. This information may also be used by other organisations when checking details of job applications and employees.

International Transfers

12.15. If we transfer your information to a person, office, branch, organisation, service provider or agent in another country, we will make sure that they agree to apply the same levels of protection as we are required to apply to information held in the UK and to use your information only for the purposes that we have permitted.

Further information

12.16. You can ask us for a copy of the information we keep about you. A fee (currently £10) will be charged for this service.

12.17. If you believe that any information we hold about you is incorrect or incomplete, you should write to us immediately. If we find that any information is incorrect or incomplete we will correct it promptly.

12.18. For information about the data the credit reference agencies hold about you, you can contact the credit reference agencies directly. The information they each hold about you may not be the same, so you should consider contacting them all. They will charge you a fee for this service.

(a) Equifax PLC, Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US or call 0870 010 0583 or log on to www.myequifax.co.uk

(b) Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0870 241 6212 or log on to www.experian.co.uk.

(c) CallCredit, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414 (Personal credit data only)

12.19. Please contact us if you want to receive details of the fraud prevention agencies.

12.20. You agree that calls between us may be recorded and/ or monitored in the interest of security, for quality control and to ensure better customer servicing, staff training and account operation.

Regulatory Information

About Us

Should you have cause to complain about Barclaycard Commercial products or services, please write to us at Barclaycard Commercial Customer Relations, Barclaycard House, Stockton-on-Tees TS17 6YG or call us on 0844 822 2140. We will be pleased to help you and explain our Complaints Procedure. Barclays Bank PLC is covered by the Financial Ombudsman Service (UK branches only). If we do not resolve your complaint internally to your satisfaction, you may be able to refer it to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR.

We provide credit products to consumers and businesses and are licensed for this and related purposes by the Office of Fair Trading (licence number 005116). Barclaycard Commercial is a trading name of Barclays Bank PLC. Barclays Bank is authorised and regulated by the Financial Services Authority (reference number 122702), subscribes to the Lending Code which is monitored and enforced by the Lending Standards Board and is registered with the Registrar of Companies for England and Wales, Company No. 1026167, Registered Office: 1 Churchill Place, London E14 5HP