

# *Danske Mastercard Corporate Card Terms and Conditions*

Effective from 14 September 2019

# DANSKE MASTERCARD CORPORATE CARD TERMS AND CONDITIONS

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# DANSKE MASTERCARD CORPORATE CARD TERMS AND CONDITIONS

IMPORTANT INFORMATION ABOUT THESE TERMS AND CONDITIONS AND HOW THEY APPLY TO YOU

## If You are a Corporate Opt-out Customer

If We have notified You that You are a Corporate Opt-out Customer then some of these Terms and Conditions will apply differently as explained in the separate corporate opt-out notification provided to You. To enable You to identify the Conditions that apply differently to You and to allow You to compare Your terms with those that apply to retail and small business customers, the Conditions that apply to You which are different are shaded in grey, and the differences explained. The grey shading is for ease of reference only, and is not intended to form part of this Agreement. All Conditions that contain no shading apply to You as stated.

## If You are not a Corporate Opt-out Customer

If We have not notified You that You are a Corporate Opt-out Customer the sections contained in grey shaded areas do not apply to You and do not form part of Your Agreement with Us.

If You have any queries in relation to the corporate opt-out, please contact Us.

## Terms and Conditions

### 1. Definitions applying to this Agreement

A number of words are given a defined meaning at the start of this Agreement. The following definitions also apply:

“**Account**” means Your corporate Card account with Us.

“**Account Information Services**” means services of the type described in Condition 2.4.

“**Agreement**” means the agreement between Us and You relating to the Account, including these Terms and Conditions.

“**Authorised User**” means anyone who You have authorised to access Your Account using District.

“**Bank**”, “**We**”, “**Us**” or “**Our**” means Northern Bank Limited, trading as Danske Bank whose head office is at Donegall Square West, Belfast BT1 6JS, and any person to whom all or any of the rights and/or obligations of the Bank under this Agreement are transferred and any successor in business to the Bank.

“**Business**”, “**Customer**”, “**You**” and “**Your**” mean the sole trader, partnership or other organisation which has entered into this Agreement with Us; where You comprise more than one person each of You will be liable both jointly and individually for the full amount owing at any time on the Account. Where Your Agreement is not regulated by the Consumer Credit Act 1974, the definition of “Customer”, “You” and “Your” is extended to include a company that has entered into this Agreement with Us, in addition to a sole trader, partnership or other organisation.

“**Business Day**” means a Monday, Tuesday, Wednesday, Thursday or Friday, excluding Bank and other holidays in Northern Ireland, on which the Bank is usually open for business. In relation to a Transaction, a Business Day means any day on which the Bank is open for business as required for the execution of a Transaction.

“**Business Expenditure**” means a Transaction by a representative of the Business acting on behalf of the Business.


“**Card**” means a Mastercard Corporate Classic Card or a Mastercard Corporate Platinum Card which We provide at Your request for use by a Cardholder. The Card may or may not bear a Contactless Indicator.

“**Card Based Payments**” are payments out of Your Account made using a card which has been issued by a Third Party Provider. They do not include payments made using Your Danske Mastercard Corporate Card.

“**Cardholder**” means for each Card the person to whom We issue that Card at Your request.

“**Cash Advance**” means any cash withdrawal or other cash advance or any transfer to another account at the Bank or any other financial institution or purchase of travellers cheques or foreign currency obtained or made in any way by use of the Card.

“**Condition**” means a condition in these Terms and Conditions.

“**Contactless Indicator**” means the following symbol 

“**Corporate Opt-out Customer**” means You where You are not a consumer, a micro-enterprise or a charity with an annual income of less than £1,000,000 (one million pounds sterling). In summary, a micro-enterprise is an enterprise that employs fewer than ten people and whose annual turnover and/or annual balance sheet total does not exceed €2m (two million euro). Full details of the definition can be found in the Commission Recommendation 2003/361/EC.

“**Credit Limit**” means the maximum amount of credit allowed on Your Account.

“**District**” means Our internet based office-banking system for business Customers (formerly known as Business eBanking).

“**Electronic Signature**” means the User ID, Personal Security Password and Security Code which is defined in the ‘Special Terms and Conditions for District and Electronic Signature’. It is also sometimes referred to as a “Digital Signature”.

“**Individual Card Limit**” means the maximum amount of credit which We will allow on an individual Card from time to time.

“**Limited Period Rate**” means any lower interest rate than that otherwise applicable to Your Account that We have granted You for a limited period as set out at Condition 3.4(b).

“**Merchant**” means a retailer, supplier or third party authorised to accept the Card.

“**Open Banking APIs**” means the Application Programming Interfaces used by Open Banking Limited to share customer information securely.

“**Password**” means a password chosen by a Cardholder for use with a Card to make Transactions on the internet.

“**Payee**” means the owner of an account to which a payment is to be credited.

“**Payer**” means the owner of an account from which a payment is to be debited.

“**Payment Services**” means such Services as We provide in relation to payments into and out of Your Account.

“**Payment Services Regulations**” means the Payment Services Regulations 2017 [SI 2017/752] as amended from time to time.

“**Personalised Security Credentials**” means the personalised features provided by Us (such as Your PIN, Password and all the parts of Your Electronic Signature) to enable You to authenticate Yourself for the purposes of accessing Your Account.

“PIN” means the personal identification number issued to or chosen by a Cardholder from time to time.

“Recurring Transaction” (sometimes known as a ‘continuous payment’) means a series of Transactions which are debited from Your Account at agreed intervals pursuant to an authorisation which the Cardholder has provided to a Merchant as mentioned in Condition 2.3(d). The payments can be for varying amounts and the agreed intervals can be for different frequencies.

“Schedule” means the payment table providing information on execution times in relation to Transactions out of Your Account.

“Screen-scraping” means a computer based programme which copies data from Your computer such as the information on Your District screens and translates it so that the information can be displayed to You in a different format.

“Service” and “Services” means any service which is available on Your Account such as allowing You to access and/or operate Your Account through Our District services.

“Standard Rate” means the interest rate We charge from time to time under this name as set out at Condition 3.4(a) .

“Strong Customer Authentication” means authentication based on two or more elements that are independent. The elements are (a) something that You know, (b) something that You possess, and (c) something that is inherent to You. A full definition is set out in the Payment Services Regulations.

“Third Party Provider” [“TPP”] means an independent provider of services which can offer Account Information Services to You, or which issues instruments for making Card Based Payments out of Your Account.

“Transaction” means a Cash Advance and any amounts which any Cardholder spends on goods or services using the Card or Card details.

“Website” means [danskebank.co.uk](https://www.danskebank.co.uk)

“Your Branch” means the branch at which the Account is held. The address and contact details of Your Branch will be provided to You when You open Your Card Account, and will also be available either on Our Website or on request at any time.

## 2. Operations on Your Account

- 2.1 We will open an Account in Your name after Your Agreement has been signed and returned to Us. Only You will be entitled to request changes to Your Account and to ask for details of Your Account. At Your request at any time during the Agreement We will send to each Cardholder (a) a Card of the type You request for that Cardholder, and (b) a PIN. Cardholders must use the Card for Business Expenditure only.
- 2.2 We will charge to Your Account all Transactions and all other amounts You must pay under this Agreement. All Transactions will be charged to Your Account on the same day the relevant payment order is received by Us from Mastercard. All fees, service charges and default charges due under the Agreement will be charged to Your Account on the due date of the relevant payment, which will be made clear on Your Monthly Statement.
- 2.3 In order for Transactions to be made using the Card, a Cardholder’s consent will be required. The consent required will vary according to the type of Transaction:

- (a) To withdraw cash via a cash machine, the PIN will be required. To purchase an item face to face either the PIN or the Cardholder's signature will be required.
- (b) The Cardholder can use the Card, if it bears the Contactless Indicator, to make a payment in certain retail outlets by holding the Card close to a Point of Sale Terminal which has contactless functionality enabled. In these circumstances the payment will be authorised by the Cardholder when the Cardholder places the Card within approximately 4cm of the contactless terminal and without inserting either the Card into the contactless terminal or entering the PIN. As a security feature, occasionally the Cardholder will be asked to insert the Card into the terminal and enter the PIN in order to complete a Transaction. A Spending Limit applies as set out in the Schedule. If You or the Cardholder does not want the contactless functionality to be enabled on the Card, You or the Cardholder should contact Us and We will issue a Card which does not have this functionality.
- (c) If making a purchase by telephone or over the internet, the Card details will be required. The 3-digit security code from the reverse of the Card may be also required to authorise the payment.
- (d) If a Cardholder uses the Card to place an order on the internet with an organisation that participates in Mastercard SecureCode™ or Mastercard Identity Check™ (designed to prevent fraud) the Cardholder will be asked to use Our Danske 3D Secure service. The Card is automatically enabled for use with the Danske 3D Secure service. The Cardholder agrees that the Danske 3D Secure Terms and Conditions will apply in relation to the Cardholder's use of the Card to place an order on the internet with a Supplier that participates in Mastercard SecureCode™ or Mastercard Identity Check™. The Cardholder authorises a Transaction on the internet in the way set out in the Terms and Conditions for Danske 3D secure. The Cardholder agrees that this will require the registration of the Cardholder's mobile phone number with the Bank. If the Cardholder does not accept the Danske 3D Secure Terms and Conditions then as part of Our fraud prevention measures, We may not authorise further Transactions on the internet with participating organisations. Details of the Danske 3D Secure Terms and Conditions are available in Our branches, by telephoning 0370 8502481 or Intl +44 28 90049201 and selecting option 2, or on Our Website. It will normally take from one to seven days for a Transaction to reach Your Account, although in some cases this may take longer.
- (e) The Cardholder can use the Card (with the PIN - if required when the Cardholder is authorising the Recurring Transaction at a point of sale terminal) to authorise a Recurring Transaction. In these circumstances the Cardholder is giving consent to the Merchant to make each Recurring Transaction without the need for the Merchant to seek repeat authorisations. Typically this method of payment can be used for

subscriptions for gym memberships, magazines, mobile phone services and other regular subscriptions. The Merchant should make the terms under which payments will be requested by way of Recurring Transaction clear to the Cardholder. A Recurring Transaction is not a Direct Debit and neither You nor the Cardholder will have the protections of the Direct Debit Guarantee Scheme in respect of any Recurring Transactions which are made from the Account. If You or the Cardholder wishes to cancel a Recurring Transaction then You or the Cardholder should inform Us no later than 3.30pm on the Business Day before the Merchant requests an authorisation for the next payment to be taken from the Account. If any further payments are taken from the Account after that date under the Recurring Transaction authority then We will immediately refund these to You on request.

We also recommend that the Cardholder contacts the Merchant and gives notice of withdrawal of consent to any further payments being made from the Account under the Recurring Transaction authority (See Condition 2.3.6 below). This will not cancel the agreement with the Merchant but it will cancel the payment authority. If You can show Us that the Cardholder did not authorise a Recurring Transaction or that the Cardholder gave notice to the Merchant that it was cancelled then We will immediately refund any payments that were taken from Your Account, without Your authority, after that date.

- (f) The Cardholder can use the Card or Card details (with or without the PIN - as required) to authorise a payment out of Your Account where the exact amount that will be debited is not known at the time of authorisation for example, to hire a car or hotel room. Provided that both the Merchant and You are in the European Economic Area:
  - (i) You may apply for a refund from Us within eight weeks of the date the payment was taken from Your Account, if the amount exceeds what You would reasonably have expected in all the circumstances. In order to process a refund request We may require the Cardholder to provide Us with additional information. We will either make the refund or provide You with Our reasons for refusing to make the refund within 10 Business Days of receiving Your request or within 10 Business Days of receiving such additional information as We have requested from You. You will not be entitled to a refund under this Condition 2.3(f) where the amount exceeds Your expectations solely due to a change in the exchange rate charged for Transactions on Your Account or where You provided consent directly to Us for that payment to be made and (if applicable) details of the amount of the payment had been provided or made available to You (for example, by way of a statement) for at least 4 weeks before the date it was due.

If You are a Corporate Opt-out customer, the provisions of this Condition 2.3(f) (i) will not apply to You, and You will not be eligible to apply to Us for a refund in such circumstances.

- (ii) in respect of any parts of the Transaction which takes place in the European Economic Area We will not block funds on Your Account unless You have authorised the exact amount of the funds to be blocked and We will release the blocked funds without undue delay after becoming aware of the amount of the Transaction and, in any event, immediately after receipt of the payment order.
- (g) To make any other type of Transaction using the Card, consent will be given where the Cardholder follows the instructions given by Us or by the relevant Merchant.

## 2.4 Third Party Providers (TPPs)

All references to You in this Condition 2.4 include an Authorised User with an Electronic Signature to access Your Account.

If You do not want an Authorised User to access Your Account using TPP services, then You must contact Us.

- (a) You can use TPP services to aggregate Your Account information and to make confirmation of funds requests if You are registered for District and have an Electronic Signature.

The following types of TPP services are currently available on Your Account:

### Account Information Services

These services allow You to consolidate information about different payment accounts to review their overall (aggregated) financial position. Further information about how Your Information is shared is set out at Condition 2.4 (c)(i).

### Card Based Payment services

Some TPPs may issue instruments for making Card Based Payments out of Your Account. These TPPs can ask Us to confirm whether an amount needed for a payment using a card they have issued is available in Your Account. Further information about how We will respond to such requests is set out at Condition 2.4 (c)(ii).

- (b) TPPs can access Your Account in different ways. They may use the Open Banking APIs or a technique known as Screen-scraping. The way in which a TPP accesses Your Account is important because this will affect how these Terms and Conditions apply to You when using TPP services. Before using the services of any TPP You must be satisfied that that it is authorised and regulated by the FCA or another European Regulator.

You should also ask the TPP to confirm which method it will use to access Your Accounts.

Further information about TPPs is available on Our Website at [danskebank.co.uk/open-banking](https://danskebank.co.uk/open-banking).

If You consent to a TPP accessing Your Account using the Open Banking APIs, We will ask You to authenticate any requests that We receive by entering Your Electronic Signature when asked to do so. You will do this on a secure Danske Bank webpage - this will not be the District log on page. By entering the Electronic Signature, You give Us Your consent to provide



information to that TPP or respond to a confirmation of funds request – whichever applies.

If You consent to a TPP accessing Your Account using Screen-scraping then You give Us Your consent to provide information to that TPP by providing it with Your Electronic Signature. The TPP will be able to access Your Account – including being able to access all the information that You can access in District. The TPP may ask for the Electronic Signature on its own website or it may redirect You to the District log on page within Our Website and ask for the information there. Where the TPP uses Screen-scraping techniques it may not be clear to Us that You are using the services of a TPP. In these circumstances You must provide Us with the details of the TPP on request.

c) Using TPP Services

- (i) If You consent to a TPP accessing Your Account for the purposes of providing Account Information Services, We will treat a request for information about Your Account from that TPP in the same way as a request received directly from You, unless We have reason to believe that the request is unauthorised or fraudulent. Any information You have recorded on Your Account, including information about all of the Account Holders and/or any third parties will be made available to that TPP.

We will require You to update Your consent to a TPP providing You with Account Information Services through the Open Banking APIs at least every 90 days.

If a TPP providing Account Information Services accesses Your Account using Screen-scraping they will have access to information about all of Your Accounts, including those not currently available in Open Banking, such as mortgage accounts.

- (ii) We will confirm whether an amount needed for a Card Based Payment out of Your Account is available when this information is requested by the card issuer if:
- (1) Your Account is accessible online at the time We receive the request; and
  - (2) Before We respond to the first request from the card issuer, You have given Us Your consent to do so.

When We receive the first confirmation of funds request from a card issuer, We will ask You to authenticate that request. We will show You all the information relating to the request, including who has made it, the Account it relates to and the date on which Your consent for Us to respond to such requests from that card issuer will expire, if any. We will then ask You to confirm Your consent before We respond to the request. We will only respond with a 'yes/no' answer about the availability of funds in a particular account to cover the amount specified in the request. We will not provide details of Your Account balance or block funds on Your Account for payment. We will continue to respond to confirmation of funds requests made by that particular card issuer until either Your consent expires, or You revoke it,

whichever is the earlier. You can view Your confirmation of funds history and revoke Your consent to Us responding to confirmation of funds requests in District or by contacting Your Branch.

- d)
  - (i) If a TPP accesses Your Account using the Open Banking APIs, You can withdraw Your consent to such access to either directly with the TPP by following its procedures, in District or by contacting Your Branch. We cannot provide this service where the TPP uses Screen-scraping techniques. In these circumstances, You must follow the TPP's own procedures for revoking access.
  - (ii) You cannot withdraw Your consent to a TPP accessing Your Account where information has already been provided or a confirmation of funds request has been responded to.
  - (iii) We will only revoke a TPP's access to Your Account if We believe its access to be unauthorised or fraudulent, or if We become aware that it is no longer authorised or regulated by an appropriate authority.
  - (iv) If You believe that We have breached any of Our obligations in relation to a TPP having accessed Your Account then You should contact Us. We will only be liable for any loss that You have suffered as a result of Us having broken any of Our obligations. We are not responsible for any loss You have suffered where the TPP has breached its obligations under the Payment Services Regulations.
  - (v) We will not be responsible to You under Condition 2.4 (c) where any failure on Our part was due to (i) abnormal or unforeseeable circumstances beyond Our control, the consequences of which would have been unavoidable despite all Our efforts to the contrary or (ii) Our obligation to comply with any other provision of applicable laws.

2.5 Once consent to a Transaction is given, and the Transaction has been authorised, it cannot normally be stopped. However if You dispute a Transaction the Merchant must be able to prove that the Transaction took place. If a Cardholder disputes a Transaction the Cardholder must provide Us with full details including the reasons for the dispute. We will investigate the claim. In certain cases it may be possible for Us to attempt to chargeback the Transaction under the card scheme rules. Chargeback does not give You any rights or protections and an attempt to chargeback a Transaction is not guaranteed to be successful. It is important that the Cardholder lets Us know about the disputed Transaction as soon as possible. We can only attempt a chargeback request within 120 days from the date that the Transaction appeared on the Account. If the Transaction has been processed as a credit transfer and not a card payment (for example, in District) this Condition 2.5 will not apply and the provisions of Condition 8 will apply instead. The chargeback provisions of the Card scheme rules do not affect Your statutory rights under Section 75 of the Consumer Credit Act 1974. Further information on Section 75 of the

- Consumer Credit Act 1974 is set out in Condition 19.7 (b).
- 2.6 You will be responsible for all indebtedness created by a Cardholder or any other person acting on Your behalf and with Your consent as if that Card or PIN had been issued to and used by You. You will be responsible for all Transactions which any such person authorises, whatever the manner of such authorisation. You can at any time ask Us to cancel any Card but You will remain responsible for its use until it is returned to Us and You have repaid all indebtedness incurred by its use.
- 2.7 When writing a letter of cancellation to a Merchant, the Cardholder should remember to sign and date the letter, quote the full Card number and always keep a copy as evidence of cancellation. The Cardholder should ask for and obtain written acknowledgement from the Merchant that the payment authority has been cancelled. The Cardholder should also ensure that they give adequate notice of cancellation before a payment is due. If the Card number changes, for whatever reason, You must inform the Merchant of the new Card number.
- 2.8 The APR and Total Amount Payable detailed in Your Agreement are illustrative figures only calculated on the basis of the following assumptions, that:
- (a) this Agreement remains in force and You and We fulfil our respective obligations under this Agreement;
  - (b) Your Corporate Card Account has a Credit Limit of £1200;
  - (c) You carry out an immediate single Transaction of the same value as Your Credit Limit on the first day of each month's billing cycle;
  - (d) the credit is provided for one year;
  - (e) You repay the Transaction together with the annual fee (if any) and interest charged at the Standard Rate (regardless of any Limited Period Rate that is granted to You) on the first day of each monthly statement period;
  - (f) the Standard Rate is the rate set out in this Agreement;
  - (g) there is no variation to the Standard Rate or any charges applicable to this Agreement;
  - (h) You do not incur any charges (other than any annual fee (where applicable)); and
  - (i) You have been provided with a card which is a Danske Bank Mastercard Corporate Platinum Card.
- This Condition 2.8 does not apply where Your Agreement is not regulated by the Consumer Credit Act 1974.
- 2.9 You and every Cardholder must at all times use the Card only in accordance with the provisions of this Agreement.

### **3 Financial and Related Details**

- 3.1 We will set a Credit Limit for Your Account and tell You what it is when We open Your Account. We can change Your Credit Limit at any time and will let You know about any change.
- 3.2 If your Credit Limit is exceeded You must immediately repay any excess to Us. When calculating whether the Credit Limit has been exceeded We will take into account any other Transactions We have paid or authorised for payment from

Your Account. We will reduce Your Credit Limit and any Individual Card Limit at any time if You ask Us to. You can contact Us at any time if You want to opt out of receiving Credit Limit increases. You can ask Us to increase Your Credit Limit and any Individual Card Limit, and We will consider this when We have made the appropriate checks.

- 3.3 You must make a minimum payment to Us each month of the full amount shown as due to Us in the monthly statement which We will send You (unless no payment is due, in which case We will not send You a statement). You must pay any outstanding balance by the due date for payment shown in the statement. In addition to any minimum payment due, You may repay early the balance on Your Account, in part, or in full, at any time. If You have missed any payments under this Agreement and/or the current balance exceeds the Credit Limit then those missed payments (sometimes called the outstanding balance) and/or that excess (sometimes called the overlimit) must be paid immediately together with any fees, service charges and default charges due under the Agreement.
- 3.4 The interest rates for Transactions on Your Account are as follows:
- (a) The following rate will apply on Transactions, subject to (b) and (c) below: 26.40% per annum (variable) (the "Standard Rate").
  - (b) We may from time to time and for any period grant You a Limited Period Rate for Your Transactions, being a lower interest rate than the Standard Rate. When We do this We will notify You, either on Your statement or by writing to You detailing what the rate has changed to and, where applicable, for what period. At the end of any such period the rate or rates will revert back to the Standard Rate and this will also apply to any accrued balance. Where no period has been fixed We may still change the rate back again at any later date. If We do this We will write to You to tell You.
  - (c) The interest rates under this Agreement are variable: We may change the interest rates in the circumstances set out in (b) above and We may vary the interest rates in accordance with Condition 4. The applicable rates will be shown in Your monthly statements.
- 3.5 Interest charges are calculated and applied as follows:
- (a) We will charge interest on the daily balance outstanding on Your Account, but We will not charge interest for Transactions made during the period covered by a monthly statement other than Cash Advances. Interest will be charged on the amount of each Cash Advance from the date Your Account is debited with the Cash Advance until the date that Cash Advance is fully repaid. If You do not repay the whole balance on Your Account by the date mentioned on Your monthly statement then interest will be charged on the daily balance outstanding on Your Account from this date.
  - (b) If You repay the whole balance on Your Account by close of business on the day mentioned in Your statement, no interest will be charged for Transactions made during the

statement period other than Cash Advances (including any cash advance fees and commission on those Cash Advances as referred to in Conditions 3.8 and 3.9).

- (c) Any interest due will be added to the Account monthly on the statement date. Interest will be charged on unpaid interest at the rate for the Transaction for which it became due. We will not pay interest to You or make any allowance for any credit balance on Your Account.
  - (d) Interest will be charged at the applicable rate under this Agreement before and after any court judgment.
- 3.6 For calculating interest on outstanding amounts We will allocate payments We receive in the following order:
- (a) towards balances on which interest is charged at the Standard Rate;
  - (b) towards balances on which interest is charged at any rate which is less than the Standard Rate; and
  - (c) towards balances on which interest is charged at 0%. Within each of the above three categories, payments which are not sufficient to satisfy completely the whole of the applicable category will be allocated to satisfy the part of that category carrying a higher interest rate before the part of that category carrying a lower interest rate.
- 3.7 We will charge an annual fee in connection with each Card issued on Your Account. We will advise You of the amount of the fee that applies in each case. The amount of this fee may be varied from time to time in accordance with Condition 4.
- 3.8 We will convert into sterling the amount of a non-sterling transaction or a refund of a non-sterling transaction at a rate determined by Us for the relevant currency (known as the "Danske Bank Card Exchange Rate (UK)"). The Danske Bank Card Exchange Rate (UK) is the Payment Scheme Reference Exchange Rate which is applied on the date that the Transaction was received by the Payment Scheme. This rate is subjected by Us to average weighting so that the exchange rate used for all Transactions processed by us on that date is equalised. Transactions can be processed by Us on non-Business Days. The statement 'entry date' for a Transaction that is processed on a non-Business Day will be the next Business Day. We will apply the Danske Bank Card Exchange Rate (UK) when the Transaction is processed by Us.

The Payment Scheme Reference Exchange Rate is the exchange rate set by Mastercard and which is prevailing at the time Your Transaction was received by the Payment Scheme.

You can find out the Danske Bank Card Exchange Rate (UK) for the relevant currency from Our website at [danskebank.co.uk/travelmoney](https://danskebank.co.uk/travelmoney). The rates displayed are historical and are therefore indicative only for the purposes of calculating the rate that You will be charged for a non-sterling transaction that has not yet been processed by Us. Daily rate fluctuations will occur. The Danske Bank Card Exchange Rate (UK) for the relevant currency will be adjusted by adding a non-sterling transaction fee of 2.75% of the value of the Transaction. The adjusted rate will be the

- rate that appears on Your statement. Your statement will also display the amount of the non-sterling transaction fee.
- 3.9 For Cash Advances, a cash fee of 2% (minimum £2) of the amount of the Cash Advance will be debited to Your Account. This will be in addition to any non-sterling transaction fee payable under Condition 3.8 if the Cash Advance is a non-sterling Transaction. There will be a maximum daily limit on Cash Advances via automated teller machines.
- 3.10 If You make a payment to Us in a non-sterling currency We will convert the amount to sterling at the Danske Bank Exchange Rate (UK) from time to time and there will be a fee for this. The fee will be the standard fee charged by the relevant division of the Bank for this service from time to time, which varies depending on the amount being converted.
- 3.11 If any payments due under this Agreement are not paid when they are due We will charge a Late Payment Charge. This default charge will be debited to Your Account each time a payment is overdue. The current amount of this default charge is £8.00. The amount of this default charge may be varied from time to time in accordance with Condition 4.
- 3.12 We may add to or change any of these fees or service charges at any time in accordance with Condition 4 below.

#### **4 Variation of Fees, Service Charges, Default Charges and Interest and Changes to the Agreement**

- 4.1 We may vary the interest rates applicable to the Card in accordance with Condition 3.4(c) .
- 4.2 We may also vary any of the interest rates or any of the fees, service charges or default charges, introduce a fee, service charge or default charge, or vary the frequency and/or time for payment of any such fee, service charge or default charge under this Agreement, for any of the reasons set out in Condition 4.3(a) to 4.3(j) by giving You at least 30 days' written notice. In the case of changes in interest rates such notice may be given in Your statement.
- 4.3 We may change any of the terms of this Agreement (including introducing new fees, service charges or default charges) and/or add to, remove and/or change the number of and/or nature of benefits which are offered to You for any of the following reasons:
- (a) to reflect the introduction or development of new systems, methods of operation, services or facilities;
  - (b) to maintain or improve operating conditions or service levels;
  - (c) to reflect a change or an expected change in market conditions, general banking practice, the cost to the Bank of providing services to its customers or Your business banking status with the Bank;
  - (d) to conform with or anticipate any changes in the law or taxation, or codes of practice or recommendations of the Financial Conduct Authority, Prudential Regulation Authority or other regulatory body;
  - (e) to ensure that the Bank's business is run prudently and remains competitive;
  - (f) to take account of a ruling by a court, ombudsman, regulator or similar body;
  - (g) to make this Agreement (including the Terms and

Conditions] fairer or clearer for You;

- (h) to enable the Bank to harmonise its banking, interest (whether debit or credit) or other charging arrangements;
  - (i) to rectify any mistake that might be discovered in due course; or
  - (j) for any other valid reason. If We make any changes under this Condition (j), then We will tell You that the change is made under this specific provision, and the reason We are making the change, in the notice We send to You. We will give You personal written notice before or as soon as reasonably practicable after such change is to take effect. You may end this Agreement in accordance with Condition 11.2 within 60 days of the date of the notice without having to pay any extra fees, service charges or default charges, although You will still have to pay all sums due under the Agreement and interest due thereon in accordance with Condition 11.4.
- 4.4 If We make any changes to the terms of the Agreement which are to Your detriment We will give You written notice of the changes at least 30 days before the changes come into effect. At any time up to 60 days from the date of such notification You may end this Agreement in accordance with Condition 11.2 without having to pay any extra fees, service charges or default charges, although You will still have to pay all sums due under the Agreement and interest due thereon in accordance with Condition 11.4. The Bank may make any other change immediately and notify You about it by writing to You or by advertisement in the national press and by putting a message on Our Website or electronically if You use the Bank's electronic mail facility, in all cases within 30 days of the change taking effect.
- 4.5 If We make a major change or a lot of minor changes in any one year, We will give You a copy of the new Terms and Conditions that apply to this Agreement or a summary of the changes.
- 4.6 If any of the provisions of Conditions 4.1 and/or 4.2 become invalid, illegal or unenforceable such invalidity, illegality or unenforceability shall not affect the remaining provisions.
- 4.7 We may from time to time, in particular circumstances and for particular periods, offer discounts or rebates on certain Transactions. If We do offer such discounts or rebates then We will tell You what they are and how they will work. We may withdraw any such offer at any time.

## 5 The Card

- 5.1 Each Card will be valid for the validity period shown on the Card (unless this Agreement ends before the end of that period). Cardholders must only use their Card whilst it is valid. If a Cardholder does not use a Card for a period (determined at Our discretion) We may choose not to issue a replacement Card when it expires and We can ask for it to be returned or We can ask others to hold on to it for Us at any time.
- 5.2 The Card remains Our property and can be recalled by Us at any time. We may replace a Card with another card of the same or a different type issued by Us, and change Your Account number at any time if We give You reasonable notice. We will give You 60 days' notice where We plan to

- replace a Card with another Card of a different type. Where We do this You will have the right to end Your Agreement with Us before the end of the 60 day notice period without incurring any extra charges.
- 5.3 You agree to ensure that Cardholders do not use the Card for any illegal purpose and that no use of the Card is prohibited (where applicable):
- (i) by Your partnership agreement; or
  - (ii) by Your rules or constitution.
- 5.4 If a Card is lost, stolen or ceases to function properly, We will, on the request of the Cardholder, issue an emergency card or emergency cash to that Cardholder. An emergency card or emergency cash can be requested by telephoning 0800 032 4661 (if outside the United Kingdom, please call + 44 800 032 4661). We aim to provide an emergency card or emergency cash within 48 hours of contact. The emergency card will not be issued with a PIN and the Cardholder's existing PIN will not function. This means You will need to sign for any Card Transaction. The emergency card will be valid for a maximum period of three months from the date of issue and the Cardholder will be issued with a replacement Card as soon as possible. We will charge a fee for the emergency card or emergency cash which will be debited to Your Account. The current amount of this fee is £20.00. The amount of this fee may be varied from time to time in accordance with Condition 4.
- 6 Keeping the Card and Personalised Security Credentials safe**
- 6.1 You must ensure that You and each Cardholder comply with the terms of this Condition 6 and follow any reasonable instructions that We give about using the Cards and keeping them safe. Where We have issued the Cardholder with Personalised Security Credentials to use the Card or to access the Card Account, the Cardholder must follow the steps that We have set out in Condition 6.4 to keep those Personalised Security Credentials safe. If the Cardholder suspects that their Personalised Security Credentials may have been lost, stolen or otherwise compromised then the Cardholder should contact Us as set out in Condition 7.
- 6.2 Cardholders must sign their Card as soon as they receive it.
- 6.3 The Cardholder must never allow anyone else to use the Card issued to him / her or the PIN or Card number. If You want to authorise someone else to have a Card on the Account then You can ask Us to issue a Card to that person. You will remain liable for any Transactions that are made using any Card that is issued on the Account.
- 6.4 The Cardholder must at all times take reasonable steps to keep the Card safe and the PIN secret. The Cardholder must:
- (a) Never post the Card to anyone - not even to Us - without firstly cutting the Card vertically through the magnetic stripe and the electronic chip on the Card;
  - (b) Never respond to an email, SMS or telephone request, even where this appears to be from Us, which asks You or the Cardholder to enter or provide the Card details and/or PIN. We will never send You an email, SMS or telephone You to seek this information. If You receive an email, SMS or a telephone call of this nature then it is



likely to be fraudulent;

- (c) Never give the Card to anyone else. When making a Transaction the Cardholder should retain control of the Card at all times;
  - (d) Never tell the PIN to anyone else, not even the police, or Bank staff;
  - (e) Never write the PIN on the Card or on anything usually kept with it. If the Cardholder writes the PIN down then they must take reasonable steps to disguise it;
  - (f) Always ensure that when using a key pad to enter the PIN (e.g. at a cash machine or in a shop), that the Cardholder take steps to cover and conceal the PIN, even where there is no one else present;
  - (g) Never enter the Card details (e.g. the Card Number, Expiry Date etc.) on a website, App or similar application, that stores those details unless the Card details are password protected and/or individual payments require further confirmation or authorisation before being taken from the Card;
  - (h) Take reasonable steps when using the Card details online to ensure that the website the Cardholder is using is safe e.g. only use websites where the URL line begins with https:// and where the padlock symbol is displayed;
  - (i) At all times exercise care with the storage and disposal of any information about the Card, for example, statements and receipts. The Cardholder should take simple steps such as shredding printed material before disposing of it;
  - (j) Destroy the PIN notification as soon as the Cardholder receives it;
  - (k) When changing the PIN, ensure that all reasonable care is exercised. In particular, the Cardholder should ensure that the PIN does not contain a combination of numbers which may be easy to guess (for example, birthdays, consecutive numbers, etc.). The Cardholders can change the PIN to a number that is more memorable, or unlock their PIN by accessing the PIN Management Services option on those cash machines which have been authorised to offer this facility.
- 6.5 You must take reasonable steps to ensure that each of Your Authorised Users keeps their Personalised Security Credentials (that is their District log on details) safe and secure.

## **7 Loss or Misuse of Card or Personalised Security Credentials**

- 7.1 Should a Card be lost or stolen or for any other reason liable to misuse, or should the Personalised Security Credentials become known to a person not authorised under this Agreement, the Cardholder must immediately notify Danske Bank Card Services, PO Box 4509, Belfast, BT1 6JS, telephone 0800 032 4661 (if outside the United Kingdom, please call + 44 800 032 4661) or any branch of the Bank. We may ask a Cardholder to confirm loss of a Card in writing. We will accept initial advice of the loss or theft of a Card from a card notification organisation subject to the

- Cardholder confirming this in writing to Us.
- 7.2 If the Card is used by another person before You have notified Us in accordance with Condition 7.1 above, You may be liable for ALL losses incurred where the Card has been used by a person who acquired possession of or uses it with Your or any other Cardholder's knowledge or consent. See Condition 7.9 for details of limitations on Our liability to You.
- 7.3 You will not be liable for losses resulting from use of the Card (other than where the Card was used by a Cardholder or by a person who had the Card with a Cardholder's consent) after You have reported the loss, theft or misappropriation of the Card to Us in accordance with Condition 7.1 above. Subject to Conditions 7.3 and 7.4 below, We will bear the full losses in the following circumstances:
- (a) in the event of misuse when We have sent the Card to a Cardholder and the Cardholder does not receive it, due to postal delay or other reasons outside the control of the Cardholder;
  - (b) unauthorised Transactions when We have had effective notification that a Card has been lost, stolen or that someone else knows or may know the PIN or Password;
  - (c) if someone else uses Card details without the Cardholder's permission and the Card has not been lost or stolen;
  - (d) if a Cardholder suffers direct loss as a result of machine or systems failure, unless the fault was obvious or brought to the Cardholder's attention by notice or displayed message.
- 7.4 Our liability is limited to those amounts wrongly charged to the Account and any interest on those amounts. Nothing in the Agreement shall exclude or restrict the Bank's liability for fraudulent misrepresentation by the Bank, its employees, officers or agents or for death or personal injury resulting from the negligence of the Bank, its employees, officers or agents.
- 7.5 If there is a disputed Transaction on a Card Account, Cardholders must co-operate with Us in Our investigations. Cardholders must give Us all the information they have regarding the circumstances of the loss, theft or misuse of a Card or the disclosure of the Personalised Security Credentials. Cardholders will take all the steps reasonably considered necessary by Us to help recover the missing Card. If We suspect that a Card has been lost, stolen or might be misused, or that the Personalised Security Credentials have been disclosed, We can give the police any information they think is relevant. Once a Cardholder has reported that a Card is lost, stolen or might be misused the Card must not be used again. In the case of a Card it must be cut in half across the magnetic strip and the chip in such a way as to make the card number and security code unreadable and immediately returned to Us at the address in Condition 7.1.
- 7.6 Where more than one Card has been issued under this Agreement, the provisions of this Condition 7 apply to each Card separately. If an Authorised User's Personalised Security Credentials are lost or stolen or someone else may have obtained them the Authorised User must notify Us

without undue delay.

**7.7** Our obligation to execute a payment order in accordance with the timescales set out in the Schedule

Our obligations under this Condition 7.7 only apply to those parts of the Transaction which take place within the European Economic Area.

- (a) We are responsible for making sure that We execute a payment order made by You in accordance with the timescales set out in the Schedule. We reserve the right to suspend or delay a payment either into or out of Your Account where We, acting reasonably, decide to carry out further checks. This could happen, for example, where We suspect fraud. In these circumstances, if We decide after investigation to make the payment then We will still comply with the timescales for execution of payments set out in the Payment Services Regulations.
- (b) Subject to Condition 7.9, if we fail to comply with Our obligation set out in Condition 7.7(a) and the payment(s) is made later than the timescale set out in the Schedule then We will request the Payee's bank to credit value date the payment so that it is no later than the date it should have been value dated had the payment been made in accordance with the timescales set out in the Schedule.

**7.8** How to make a claim under Condition 7

- (a) You should contact Us as soon as You become aware that a payment out of Your Account has been incorrectly executed, not executed, executed late or where You have not provided Your consent to make the payment.
- (b) If Your claim relates to a payment that You say You have not authorised We may ask You to complete and return a form to Us which will require You to give Us details about the payment. We will investigate the payment, make further enquiries and may pass information about the payment to other third parties including the police. We will only do this where it is necessary and reasonable to investigate Your claim.
- (c) If You are entitled to a refund We will credit Your Account with the refund as soon as practicable and in any event no later than the end of the Business Day following the day on which You have advised Us that the payment was not executed, executed incorrectly or executed without Your consent.
- (d) Even though We may have granted You a refund if, following further investigation, We are satisfied that You did give Your consent to make the payment then We will debit the refunded amount from Your Account without the need for any further consent from You. We will contact You to tell You the reasons for making the debit.

**7.9** Limitations on Our Liability under this Condition 7

- (a) We will not provide You with a refund under Condition 7.8 where:
  - (i) If Your Account was in credit at the time that the payment was made, or Your Agreement is not regulated by the Consumer Credit Act 1974, We have reasonable grounds to suspect that You:
    - (1) have acted fraudulently; or

(2) have, with intent or gross negligence failed to comply with Your obligations as set out in Condition 6.

(ii) If Your Account was in debit at the time that the payment was made and Your Agreement is regulated by the Consumer Credit Act 1974, We have reasonable grounds to believe that Your Personalised Security Credentials were acquired by someone else with Your consent.

(b)

(i) We will not be responsible to You under this Condition 7.9 where any failure on Our part was due to (1) abnormal or unforeseeable circumstances beyond Our control, the consequences of which would have been unavoidable despite all Our efforts to the contrary or (2) Our obligation to comply with any other provisions of applicable laws.

(ii) We will not be responsible to You for the amount of any Transaction which occurs as a result of a fault in Our systems if the fault was obvious to You or You were told about it by a message or notice at the time of use.

(c) Provided that We have complied with Our obligations to You We are not liable to meet any of the requirements set out in this Condition 7 where the Transaction was made more than 13 months before the date that You advised Us that the payment was not executed, incorrectly executed, executed late or was not authorised by You. However for any debit to Your Account which was made more than 13 months before the date of Your claim We may take longer, acting reasonably, to investigate Your claim before We decide whether or not to make a refund.

7.10 If You are a Corporate Opt-out Customer then the provisions of Conditions 7.7, 7.8 and 7.9 will not apply. We agree to execute a payment order in accordance with Your instructions. We are liable only for the execution of the Transaction in accordance with the Sort Code and Account Number, or where applicable the BIC and IBAN, for the Payee's bank account that You provided with the payment instruction. This is the case even though You may have given Us additional information about the Payee.

(a) If We have failed to comply with Our obligations under this Condition 7.10 then You can make a claim in respect of any loss that You have suffered as a result. You can make such a claim in accordance with the legal time limits that apply to a claim of that nature (currently 6 years from the date that the cause of action arises). Our liability is limited strictly to the amount of the payment and any interest, fees or service charges which You have incurred as a result.

(b) If You wish to make a claim then it is up to You to satisfy Us that the payment was not executed, was executed incorrectly, executed late or executed without Your consent before We will provide You with a refund.

(c) It is always up to You to prove that We have incorrectly transmitted a payment order before We are required to trace the payment and We may charge You a fee if You ask Us to do so.

## 8 Monthly Statements and Making Payments

- 8.1 We will normally provide You with a statement on paper each month, except where the Card has not been used, and there is no outstanding balance. This statement will set out details of each Transaction made using the Card during the period since a statement was last sent to You or since the Account was opened, whichever is the later. We may send You this consolidated statement instead of details of each individual Transaction. However, We may also provide information concerning Transactions by other means including information provided to You at the time the Transaction is carried out or as soon as reasonably practicable thereafter.
- 8.2 If any statement includes an item which seems to be wrong, please notify Us as soon as possible.
- 8.3 If You require additional copies of statements or Transaction vouchers a fee will apply. The current fee for each such item is £5.00. The amount of this fee may be varied from time to time in accordance with Condition 4.

## 9 Refunds and Claims

- 9.1 We will credit Your Account with a refund when We receive a refund voucher or other refund confirmation acceptable to Us.
- 9.2 We are not in any way liable if any Merchant refuses to accept a Card for whatever reason.
- 9.3 Subject to Condition 7, We will ensure that We correctly carry out all payments in relation to Your Account for which We are responsible. If We make a mistake, We will refund the Card Account without undue delay, and will restore the Account to the state which it would have been in had the mistake not been made. However, if We can prove that We carried out the payment correctly (on the basis of the instructions provided), then We will not be responsible for any loss.

If You are a Corporate Opt-out Customer, then any refund due under this Condition 9.3 will only be made when You have reasonably satisfied Us that We made a mistake in executing the payment. We are not liable for any loss You may suffer as a result of Our failure to transmit a payment correctly. We reserve the right to charge You a fee for providing You with information if You want Us to trace a payment.

- 9.4 Subject to Condition 7, where a payment has been debited from Your Account without Your consent, We will immediately:
- (a) refund the amount of that payment; and
  - (b) where applicable, restore Your Account to the state it would have been in had that payment not been made.
- You are only entitled to a refund under this Condition 9.4 if You notify Us of the unauthorised payment by contacting Us without undue delay after becoming aware of it.

If You are a Corporate Opt-out Customer, any refund due under this Condition 9.4 will only be made when You have reasonably satisfied Us that You did not authorise the relevant payment. We are not liable for any loss which You may suffer as a result of Our failure to transmit the relevant payment order correctly or on time. We reserve the right to charge You a fee for providing You with information if You want Us to trace a payment.

- 9.5 We will not be responsible to You under Condition 9.3 where any failure on Our part was due to unavoidable, abnormal and unforeseen circumstances beyond Our control, or such failure arose as a result of applicable laws and regulations.

## 10 Change of Address

You must write and tell Us at once if You or any Cardholder change Your or their name, or You change Your address, or if You make Your payments to Us by direct debit and You change the bank or building society account from which You make Your monthly payments.

## 11 Term and Termination

- 11.1 This Agreement will continue in full force and effect until ended in accordance with the provisions of this Condition 11.
- 11.2 You may end this Agreement at any time without penalty by notifying Us in writing. Closure following such notice will only take effect when any outstanding transactions are completed. If this Agreement is terminated, You must send Us all Cards, cut in half across the magnetic strip and the chip.
- 11.3 We may end this Agreement if:
- (a) We give You at least two months' written notice, or if You are a Corporate Opt-out Customer at least 30 days' written notice; or
  - (b) You become bankrupt or insolvent, You or any Cardholder break the terms of this Agreement or where there is a justifiable, financial or legal reason to do so, for example, if:
    - (i) You act, or are suspected of acting, fraudulently or with negligence;
    - (ii) You act in an abusive or threatening manner towards the Bank's staff; or
    - (iii) the Bank suspects that there is a threat to the security of its systems.
- 11.4 If We end this Agreement for any of the reasons set out in Condition 11.3(b), where reasonably possible (and where it would not be a breach of security or against the law), We will only end this Agreement after We have given You notice of Our intention to do so. If it is not possible to contact You in advance to tell You of Our intention to end this Agreement We will notify You as soon as possible thereafter.
- 11.5 If either You or We end this Agreement, and We demand repayment of the whole sums due under it, We may retain any money in any of Your accounts with Us, or any sums We owe to You, and apply it in or towards repayment of the sums due under this Agreement. This is sometimes known as a right of set off.

**12 Agreement not Secured**

No mortgage charge or other security which We hold will apply to Your Account or this Agreement.

**13 Relaxing the terms of the Agreement**

Any forbearance or delay by Us in enforcing this Agreement, for example if We allow You more time to make a payment, will not affect or restrict Our legal rights under this Agreement.

**14 When the Agreement becomes binding**

This Agreement will only become binding when it is validly signed by You and by Us.

**15 Transfer of rights under the Agreement**

15.1 You may not transfer Your rights or obligations under this Agreement.

15.2 We may transfer Our rights and obligations under this Agreement, but We can only transfer Our obligations either with Your agreement or where the transfer does not affect the nature of Your rights under this Agreement.

15.3 We may disclose to anyone to whom We transfer Our rights or obligations any information that We hold about You and any Cardholder and the conduct of the Account.

**16 Breaking the Agreement and Default Charges**

16.1 If You or a Cardholder break this Agreement, We will charge You for any reasonable losses or costs which We incur as a result. These may include costs We incur on correspondence or in taking steps to find You or to get back any money You owe Us (including debt collection agency and legal costs). If You fail to pay Us any sum which has become due, or break the Agreement in any other way, or if You or any of You die or become bankrupt, We may ask You or Your trustee, personal representatives or executor to pay the full amount You owe, after We have issued any notice which the law requires.

16.2 If You break this Agreement We may review any of Your banking facilities with Us. If your relationship with Us has broken down We may prevent You from continuing to operate any other accounts (such as a current account) or prevent You from continuing to use any overdraft You have with Us.

16.3 If You or a Cardholder break this Agreement during any period when a Limited Period Rate applies to Your Account, We may withdraw the rate which applies to Your Account and charge You interest at the Standard Rate. We will notify You either on Your statement or by writing to You.

**17 Refusal of Transactions and Blocking the Card**

17.1 We may refuse to carry out any Transaction on Your Account where any of these Terms and Conditions have not been complied with, or where it would be unlawful for Us to do so.

17.2 We may also stop or block the use of a Card entirely where We reasonably believe that:

(a) The security of the Card or Your Account may have been breached;

- (b) There may have been an unauthorised or fraudulent transaction on the Card or on Your Account;
  - (c) There is a significantly increased risk that You may be unable to pay Us what You owe Us; or
  - (d) By carrying out the Transaction, We may break a law, a regulation, a code of conduct or other duty.
- 17.3 If We prevent or refuse an individual Transaction, We will give notice of the refusal via the Merchant. If the Cardholder was not made aware of the refusal at the time then We will provide details of the refusal if You contact Us. Where reasonably possible (and where it would not be a breach of security or be against the law), We will only take action to prevent an individual Transaction or to block the Card after We have given You appropriate notice of Our intention to do so and explained Our reasons. If We cannot contact You in advance to tell You about blocking Your Card We will attempt to contact You as soon as possible afterwards.
- 17.4 Where We have taken such action, We will allow the normal use of the Card to resume, or will issue a new Card if necessary, as soon as practicable once Our reasons for taking such action cease to exist.

## 18 Mistaken Payments

If We have received a request to return a payment that has been made into Your Account where the Payer has told his/her bank that the payment was made by mistake You agree that We may take the following actions:

- (a) We may decide to protect the funds. This means that We would take the funds out of Your Account and credit them to a suspense account. We will only do this where We have reasonable cause to believe that the payment has been made by mistake.
- (b) We will contact You to advise You of the action that We have taken and We will also advise You that We intend to return the funds to the Payer's bank 15 Business Days after the date of Our letter to You.
- (c) If You object to the action that We have taken or that We propose to take then You must advise Us before the 15 Business Day period has ended and You must state the reasons why You object.
- (d) If You do not object within the period set out above then We will return the payment to the Payer's bank and there will be no requirement for Us to obtain any further consent from You.
- (e) If You do object within the period set out above, or if We are otherwise unable to return the payment to the Payer's bank (for example, where You have removed all or part of the funds from Your Account), We must, on receipt of a written request, provide to the Payer all relevant information in order for the Payer to claim repayment of the funds from You. This means that We can provide Your name and address to the Payer's bank. We do not require to obtain any further consent from You to do this as We are obliged to provide this information under the Payment Services Regulations. The Payee's



bank should inform You before disclosing your name and address to the Payee.

## **19 General points**

**19.1** In relation to Card payments, We will not be liable if We are unable to perform Our obligations under this Agreement due (directly or indirectly) to the failure of any machine, data processing system or transmission link where that failure is due to abnormal or unforeseeable circumstances beyond Our control. If We are unable to produce or send a statement, Your liability for interest, fees, service charges and default charges will still continue.

**19.2** Danske Bank is a trading name of Northern Bank Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register reference number 122261). We comply with the FCA's requirements to pay due regard to customers' interests and to treat customers fairly. Northern Bank Limited is entered in the Financial Services Register [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the FCA on 0800 1116768.

**19.3** These Terms and Conditions are written and available only in English and We undertake to communicate with You in English.

**19.4** Copies of these Terms and Conditions may be accessed, viewed and printed via Our Website. Alternatively, You can obtain a copy at any time from any Branch.

### **19.5 Use of Your Information**

Details of how We use Your personal information are available in Our leaflet 'How we use Your personal and business information'. Copies of this leaflet are available in Our Branches and on Our Website. You can use the Card for a range of payment services including making withdrawals and online payments. By using the Card the You consent to us accessing, processing and retaining personal data for the purposes of provision of the payment service You have selected.

### **19.6 Putting things right for you**

If You are not happy with any part of Our service, please ask Us for a copy of Our leaflet 'Putting things right for you' or visit Our Website. We aim to deal with complaints in a way Our customers are satisfied with.

If You have followed Our published complaint procedures and You disagree with the response We have given, You can refer the matter to the Financial Ombudsman Service. Details are available from Us or from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

If You are a Corporate Opt-out Customer You will not be able to complain to the Financial Ombudsman Service.

You will also be able to contact the Financial Conduct Authority (FCA) or the Payment Systems Regulator (PSR) if you think that We have broken the Payment Services Regulations 2017.

The FCA and/or the PSR will use this information to inform

their regulatory activities. More information can be found at <https://www.psr.org.uk/sites/default/files/media/PDF/PSR-PSD2-approach-factsheet-Sep-2017.pdf>

- 19.7 (a) If You enter into this Agreement as a consumer, nothing in these Terms and Conditions will reduce Your statutory rights relating to faulty or mis-described goods or services. For further information about Your statutory rights contact Your local authority Trading Standards Department or Citizens Advice Bureau.
- (b) If You purchase any item of goods or services using Your Card which costs between £100 and £30,000, You may have a right of redress under Section 75 of the Consumer Credit Act 1974 against Us as well as the Merchant in the event of any breach of contract or misrepresentation by the Merchant in relation to such goods or services, for example, the goods fail to arrive or are not of satisfactory quality, or You made the purchase based on incorrect information provided by the Merchant. This Condition 19.7(b) does not apply to any goods or services purchased by way of a credit transfer or Cash Advance.
- 19.8 We draw to Your attention that We may record or monitor calls to confirm details of Our conversations, and for training and quality purposes.
- 19.9 There may be taxes or costs, some of which are not paid through Us or imposed by Us and for which You may be liable.

## **20 Notices and communication**

- 20.1 Notices and other communications between You and Us in relation to this Agreement should be given in writing unless:
- (a) otherwise agreed between Us; or
  - (b) the Bank otherwise determines. This would apply, for example, where we need to contact You urgently.
- 20.2 Where You have a District Agreement then We may send communications to You using secure mail or the eArchive facility in District.
- 20.3 Unless We have agreed with You that You can communicate with Us in some other way, any notices and other communications from You can be given to Us in writing by post to Our registered address or by writing to Danske Bank at PO Box 2111 Belfast BT10 9EG.
- 20.4 The date of receipt of a notice given by You to the Bank is deemed to be received on the date of actual receipt by the Bank and is deemed to take effect from 5pm on the Business Day following the date of actual receipt. If You write to Us at a different address to that set out in this Condition 20 there may be a delay in processing Your correspondence.

## 21 Governing Law

- 21.1 (a) The laws of the United Kingdom apply to the establishment of Our relationship with You until Your acceptance of this Agreement.
- (b) This Agreement is governed by the laws of Northern Ireland, Scotland or England and Wales, depending on where Your address is, as shown on Our records and Your statements.
- (c) Disputes arising out of or relating to this Agreement not settled to the parties' satisfaction are subject to the non-exclusive jurisdiction of the courts of Northern Ireland, Scotland or England and Wales, again depending on where Your address is, as shown on Our records and Your statements.
- (d) This Agreement is written in English and We will communicate in English with You during the course of this Agreement.

## Schedule

### Payments out of Your Account

The table set out below assumes that the Entry Date is a Monday and that there are no bank or other holidays in the relevant period. The timetable may be suspended in certain circumstances which are beyond Our control. We also reserve the right to suspend or delay a payment where We, acting reasonably, decide to carry out further checks. In these circumstances We will still seek to comply with our statutory obligations under the Payment Services Regulations 2017.

### Definitions:

**Date Funds are reserved** means the day that You authorise the payment to be made. We reserve the funds on this date which means that Your available balance is reduced by the amount of the payment.

**Entry Date** means the date that We receive the request from the Merchant's bank to debit Your Account. This can be 2 days after the date the funds are reserved or it can be later (usually within 7 days). The maximum time permitted under the card scheme rules is 60 days.

**Value Date** means the date that We start to apply interest.

**Maximum Execution Time** means the latest date by which We will credit the Payee's bank (or its agent) with the payment.

**Spending Limit** means the maximum daily amount that You can ask Us to pay out of Your Account using that transaction type.

Spending Limits can be changed and will also depend on the available balance in Your Account. You can ask Us to amend the Spending Limits on Your Account.

**Notes:**

1. This does not apply during any Introductory Rate Period.

	Date funds are reserved	Entry Date	Value Date	Maximum Execution Time	Spending Limit
Card Transactions (Point of Sale transactions) Sterling and Foreign payments	Date that you authorise the payment	Monday	Payment Due Date which appears on Your statement (See Note 1)	Monday	Available balance on your account (£30 per transaction if contactless)
ATM Transactions (Cash machine withdrawals) Sterling and Foreign payments	Date that you authorise the payment	Monday	Monday	Monday	£500

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## WHERE YOUR AGREEMENT IS NOT REGULATED BY THE CONSUMER CREDIT ACT 1974 (“CCA”)

The following variations will apply to the Danske Bank Mastercard Corporate Card terms and conditions where Your Agreement is not regulated by the CCA:

### **Definitions:**

In the definition of “**Business**”, “**Customer**” and “**You**” in Condition 1, the definition of “Customer”, “You” and “Your” is extended to include a company that has entered into this Agreement with Us, in addition to a sole trader, partnership or other organisation.

### **Condition 2 - Operations on Your Account**

Condition 2.8 does not apply to Your Agreement.

### **Other Conditions**

Other than these variations, the Terms and Conditions are the same.

## SPECIAL TERMS AND CONDITIONS - DANSKE 3D SECURE

These are the special terms and conditions that will apply to Danske 3D Secure.

Danske 3D Secure is provided by Us in association with Mastercard SecureCode™ or Mastercard Identity Check™. Danske 3D Secure is a secure way of using Your Card to make purchases on the internet with participating organisations.

When You use Danske 3D Secure We are able to verify Your identity. We do not verify the identity of any organisation that You contract with on the internet nor do We make any statement about the goods or services of any participating organisations that You choose to place an order with or make a purchase from.

### 1. Definitions

"**Account**" means the Danske account which You hold with Us on which the Card is issued, the Danske Mastercard credit card account or the Danske Mastercard Corporate card account which the Account holder holds with Us.

"**Card**" means a Debit Mastercard card, Mastercard Debit card, Mastercard credit card or Mastercard Corporate card (as appropriate) that We have issued to the Cardholder for use with Your Account. The Card may or may not bear the Contactless Indicator.

"**Cardholder**" means, for each Card, the person to whom We issue a Card at the Account holder's request.

"**Danske 3D Secure**" means the service offered by Us, subject to these terms and conditions, for You to use when You make a purchase or place an order on the internet with Your Card.

"**Email Address**" means a current valid email address.

"**Mobile Phone**" means the mobile telephone device which You use to receive the One-Time Passcode.

"**Mobile Phone Number**" means the Mobile Phone number which We hold with Our contact details for You or as notified by You to Us in accordance with Condition 2(d) below.

"**One-Time Passcode**" means the six digit passcode sent to Your Mobile Phone Number via SMS.

"**SMS**" means SMS text messages sent to Your Mobile Phone Number.

"**We**", "**Us**" and "**Our**" or "**the Bank**" mean Northern Bank Limited having its registered office address at Donegall Square West Belfast (registered number R568). Danske Bank is a trading name for Northern Bank Limited.

"**Website**" means [danskebank.co.uk](https://www.danskebank.co.uk).

"**You**", "**Your**" and "**Yours**" mean the Cardholder who has registered for Danske 3D Secure under this agreement with Us.

## 2. Using Danske 3D Secure

- (a) Your Card is automatically enrolled for use with the Danske 3D Secure service. Your Mobile Phone Number must be recorded with Us before You can use this service. When You use Danske 3D Secure, You agree that these terms and conditions will apply in relation to Your use of Your Card when You make a purchase or place an order with participating organisations using Your Card on the internet. These terms and conditions are in addition to the terms and conditions for Your Account.
- (b) You must ensure that Your Mobile Phone can receive SMS at the time of Your purchase.
- (c) When You use Danske 3D Secure to purchase on the internet from a participating organisation You will be presented with an electronic receipt and the One-Time Passcode will be sent automatically to Your Mobile Phone. The receipt will include details of Your internet purchase or order, such as store name, purchase amount and date. You will be asked to sign the receipt by entering Your One-Time Passcode and click 'Submit' to proceed with the purchase. Without Your One-Time Passcode, the internet purchase cannot take place at participating organisations. If the One-Time Passcode is entered incorrectly three times consecutively You will not be able to proceed with the purchase. If You do not receive the One-Time Passcode automatically You may ask for the One-Time Passcode to be sent to You again. You can make three requests for the One-Time Passcode to be sent to You.
- (d) If You change Your Mobile Phone Number or Your address (including Your Email Address) You must notify Us immediately to ensure that Our records are up to date. Notices under this condition should be sent to Us as set out in the 'Notices and communication' condition of the General Terms and Conditions applicable to Your Account.
- (e) You will be responsible for any fees or charges imposed by Your mobile phone service provider in connection with Your use of Danske 3D Secure.

## 3. Security

- (a) We do not verify the identity of any participating organisations nor make any statement about their goods or services or whether You should contract with them.
- (b) The One-Time Passcode will only be valid for the purchase You have received it for. You are responsible for maintaining the confidentiality of Your One-Time Passcode. You must not give Your One-Time Passcode to anyone else.
- (c) If You think that there may have been an unauthorised internet transaction on Your Account You must notify Us immediately in accordance with the terms and conditions for Your Account.
- (d) We can stop You using Danske 3D Secure where We have a right under the Terms and Conditions for Your Account or Card to refuse or stop a payment on Your Account.



#### 4. Changing the terms and conditions

- 4.1 We may at any time, for any reason set out in Condition 4.3 below make any change to these Danske 3D Secure terms and conditions.
- 4.2 We will give You at least two months' written notice (which will be sent to You by letter or electronically where You have registered to receive documents through electronic mailbox) before the change is made. Once We have given You notice of the proposed changes, if You do not tell Us that You object to the changes, before the date on which they are due to come into effect, then they will take effect on the date indicated. If You do object to the changes, then You have the right to terminate this agreement without having to pay any extra fees or service charges.
- 4.3 The changes referred to in Condition 4.1 will be made for one or more of the following reasons:
- (a) by agreement with You;
  - (b) to reflect the introduction or development of new systems, methods of operation, services or changes in technology provided that the change is a proportionate response to the underlying reason for the change;
  - (c) to maintain or improve operating conditions or service levels;
  - (d) to respond proportionately to any change or expected change in market conditions, general banking practice or the cost of providing services to customers;
  - (e) to respond proportionately to legal or regulatory changes. This would include:
    - changes in general law or decisions of the Financial Ombudsman Service,
    - changes in regulatory requirements,
    - changes in industry guidance and codes of practice which raise standards of consumer protection;
  - (f) to reflect changes made by the relevant Card authentication scheme provider (Mastercard SecureCode™ or Mastercard Identity Check™);
  - (g) to ensure that Our business as a whole is profitable and competitive and that Our product range and charging structure enables Us to achieve Our business and strategic objectives (which are set internally) - provided that any such change is reasonable and does not result in an Account Holder being treated unfairly;
  - (h) to make these Terms and Conditions fairer or clearer for You provided that any such change does not materially alter the Agreement that You have entered into with Us;
  - (a) to make changes and improvements to Our products, services or charging structures where the changes are of benefit to You or where the changes make it easier for You to manage Your Account; or where the changes provide You with alternative or more cost effective ways to manage Your Account;
  - (j) for any other valid reason which is not specified in this Condition 4.3 provided that the change is a proportionate and reasonable response to the underlying reason for the change.

4.4 In the event of any change in applicable law or regulation, or in other circumstances outside Our control, We may give a shorter period of notice as We consider, on reasonable grounds, to be justified.

4.5 If any of the foregoing provisions of this Condition 4 is or becomes invalid, illegal or unenforceable such invalidity, illegality or unenforceability will not affect the remaining provisions.

## 5. Availability of Danske 3D Secure

We try to give a complete service at all times but do not guarantee it. We will not be responsible to You under these Terms and Conditions where any failure on Our part is due to (a) abnormal or unforeseeable circumstances beyond Our control, the consequences of which would have been unavoidable despite all Our efforts to the contrary or (b) Our obligation to comply with any other provisions of applicable laws.

## 6. Ending Your Danske 3D Secure service

6.1 (a) Without prejudice to Condition 3(d) We

can end Your use of Danske 3D Secure by giving You two months' written notice. We can do this for one of the following reasons:

- i. We have reasonable grounds to believe that You are no longer using the Account;
- ii. We, acting reasonably, are dissatisfied with the way that You are operating the Account. This could arise for example where the amount of time that We have to spend on the administration of Your Account exceeds what We would consider to be reasonable;
- iii. You have failed, within a reasonable period of time, to provide Us with information which We may reasonably expect You to provide to Us in connection with the operation of Your Account;
- iv. to comply with any changes in law or regulation, including decisions of the courts or Financial Ombudsman;
- v. to ensure that Our business is profitable and competitive and that Our product range enables Us to achieve Our business and strategic objectives;
- vi. for any other valid reason – provided that the closure of Your Account is a proportionate and reasonable response to the underlying reason.

(b) We can end this Agreement and close Your Account immediately if You become bankrupt, You or any Additional Cardholder break the terms of this Agreement or where there is a justifiable, financial or legal reason to do so, for example, if:

- i. You act, or are suspected of acting, fraudulently or with negligence;
- ii. You act in an abusive or threatening manner towards the Bank's staff; or
- iii. the Bank suspects that there is a threat to the security of its systems.

If We end this Agreement for any of the reasons set out in Condition 6.1 (b) where reasonably possible (and where it would not be a breach of security or against the law), We will only end this Agreement after We have given You notice of Our intention to do so. If it is not possible to contact You in advance to tell You of Our intention to end this Agreement We will notify You as soon as possible thereafter.

**7. Your liability**

You agree that, when making a payment using Your Card, an instruction using Your One-Time Passcode will be treated by Us as Your consent to comply with that instruction and We will treat it as a valid and irrevocable instruction to Us. You are responsible for all instructions sent using Your One-Time Passcode. You are responsible for ensuring that You keep Your One-Time Passcode secure as set out in Condition 3 above. Further information about Your liability and Our liability in relation to the use of Your Card is set out in the Terms and Conditions which apply to it.

**8. Use of Your information**

Details of how We use Your personal information are available in Our leaflet "How we use your personal and business information". Copies of this leaflet are available in Our branches and on Our Website at [danskebank.co.uk/docs](https://danskebank.co.uk/docs).

**9. General**

9.1 We will communicate with You in English.

9.2 We are committed to providing a high standard of service. If You are not satisfied with any aspect of Our service then We have procedures in place to deal with Your concerns. For more information, please ask for a copy of Our leaflet "Putting things right for you".

**10. Governing law**

This Agreement is governed by the laws of Northern Ireland, Scotland or England and Wales, depending on where You live, as shown on Our records and Your statements. Disputes arising out of or relating to this Agreement not settled to the parties' satisfaction are subject to the non-exclusive jurisdiction of the courts of Northern Ireland, Scotland or England and Wales, again depending on where You live, as shown on Our records and Your statements

# PRIORITY PASS

The Priority Pass is available to the Account Holder - that is the party who has entered into the agreement for a Danske Mastercard Platinum Plus. The Priority Pass is provided free of charge and will entitle the Cardholder to 10 free visits per year. There is a charge for any additional visits.

We reserve the right to change or amend this benefit by giving You at least 30 day's notice. We will only do this for one of the reasons set out in Condition 4.2.2 of the Terms and Conditions for the Card.

## How to Use Your Priority Pass Card

When You visit a participating lounge, simply identify Yourself as a member by presenting Your distinctive black and gold Priority Pass membership. The lounge will not accept any other identification as proof of Priority Pass membership.

## Present Your Priority Pass card to the receptionist

A record of Your visit to the lounge will be made after an imprint of Your card has been taken manually and You will be asked to sign a "Record of Visit Voucher", or in some lounges Your card will be electronically swiped. On a monthly basis We receive from the lounges details of Your visit, the date and the number of guests who accompanied You.

The contract for Priority Pass membership is between You and Priority Pass Limited. The Conditions of Use set out below and provided by Priority Pass Limited govern that relationship.

## Conditions of Use

1. The Cardholder agrees that by using a Priority Pass card, they agree to and accept these Conditions of Use. These Conditions of Use will prevail over any other terms and conditions provided to the Cardholder in relation to use of the Priority Pass card.
2. The Priority Pass card is not transferable and is only valid up to its date of expiry and when it has been signed by the Cardholder. The card may not be used by any person other than the named Cardholder and only one Priority Pass card may be used for each lounge visit.
3. The Priority Pass card is not a payment card nor is it proof of creditworthiness and attempts to use it as such could constitute fraud.
4. Admittance to a lounge is conditional upon presentation of one valid Priority Pass card per person only (some restrictions may apply to Priority Pass Select Cardholders and Priority Pass Cardholders in the U.S. that receive their membership through a U.S. financial institution). Payment cards will not be accepted as substitutes for the Priority Pass card.
5. Lounge visits are subject to a per person per visit charge. Where applicable (dependent upon membership plan), all such visits, including those by accompanying guests, shall be debited to the Cardholder's payment card by (a) Priority Pass or (b) the card issuer as per the rates and terms notified by (a) Priority

Pass or (b) the card issuer to the Cardholder in respect of their Priority Pass membership.

6. Priority Pass may amend the lounge visit charges at any time on providing 30 days' notice in advance of such change. Where the Cardholder receives the Priority Pass card through third party card issuer, any changes in lounge visit charges shall be notified to the card issuer, who is responsible for advising the Cardholder. The Cardholder agrees that the Priority Pass Group of companies is not responsible for any disputes that may occur between the Cardholder and the card issuer nor for any loss incurred by the Cardholder relating to any lounge visit charges debited by the card issuer.
7. In the event that the Cardholder does not accept any change in the lounge visit charges, the Cardholder shall have the right to terminate their membership on providing notice in writing directly to Priority Pass, or to the card issuer who will be responsible for informing Priority Pass and liable for any costs the Cardholder incurs as a result of its failure to inform Priority Pass of such termination.
8. When presenting the Priority Pass card on entering the lounge, lounge staff will either electronically scan or take an imprint of the card and issue a 'Record of Visit' voucher or receipt to the Cardholder or make a log entry. The Cardholder must sign the 'Record of Visit' voucher or receipt, or sign the electronic reader (as applicable), which will also reflect the exact number of accompanying guests, if any, but does not show any per person per visit charge. The charge per visit for the Cardholder, where relevant, and that for any guests will be based on the 'Record of Visit' voucher/receipt/log submitted by the lounge operator.
9. The lounge staff, will where appropriate, make a voucher imprint/log entry of the Priority Pass card, and the Cardholder is responsible for ensuring the 'Record of Visit' voucher/receipt/log correctly reflects their own usage and that of any guests at the time of using the lounge. Where applicable, the Cardholder is responsible for retaining the 'Cardholder's' copy of the 'Record of Visit' voucher or receipt presented to them at the lounge.
10. Access to the lounges for children and the fees for such visits varies across the lounges and the Cardholder is advised to check the individual lounge description before travelling.
11. All participating lounges are owned and operated by third party organisations. The Cardholder and accompanying guests must abide by the rules and policies of each participating lounge and the Cardholder accepts that registering for a lounge does not guarantee continued access. The Cardholder accepts that the Priority Pass group of companies has no control over the lounge operator's decision whether to admit any Cardholder, the number of people allowed in any lounge at any time, facilities offered, the opening/closing times, the length of time which Cardholders may spend in the lounge and any charges payable for extended lounge visits or the personnel employed by the lounges. The administrators of Priority Pass will use reasonable

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endeavours to ensure the benefits and facilities are available as advertised, but the Cardholder accepts that the Priority Pass group of companies does not warrant nor guarantee in any way that all or any of the benefits and facilities will be available at the time of the Cardholder's visit.

12. The Cardholder further accepts that the Priority Pass group of companies is not liable for any loss to the Cardholder, or any accompanying guests, arising from the provision or non-provision (whether in whole or in part) of any of the advertised benefits and facilities.
13. Participating lounges have no obligation to announce flights and the Cardholder accepts that the Priority Pass group of companies shall not be held liable for any direct or indirect loss resulting out of any Cardholder and/or accompanying guests failing to board their flight(s). It is the Cardholder's responsibility to check the relevant entry requirements for any country being visited and to have the correct travel documentation for the journey.
14. The provision of free alcoholic drinks (where local law permits) is at the discretion of each lounge operator and in some cases may be limited or unavailable. In such cases the Cardholder is responsible for paying any charges for additional consumption direct to the lounge staff. (See individual lounge descriptions for details).
15. Telephone and Wi-Fi facilities (where available) vary from lounge to lounge and are provided at the lounge operator's discretion. Free usage of telephone facilities is normally limited to local calls only. Charges for any other lounge facilities are at the discretion of each lounge operator and the Cardholder is responsible for paying these direct to the lounge staff.
16. Admittance to lounges is strictly subject to Cardholders and any guests being in possession of a valid flight ticket and travel documents for the same day of travel. Airline, airport and other travel industry employees traveling on reduced-rate tickets may not be eligible for access. Outside the US, flight tickets must be accompanied by a valid boarding pass for a departing flight, i.e. outbound passengers only. Please note some lounges in Europe are located within designated Schengen areas of the airport which means that access is only provided to these lounges if Cardholders are traveling between Schengen countries (an up to date list of Schengen countries is detailed at [http://ec.europa.eu/dgs/home-affairs/what-we-do/policies/borders-and-visas/schengen/index\\_en.htm](http://ec.europa.eu/dgs/home-affairs/what-we-do/policies/borders-and-visas/schengen/index_en.htm)).
17. Admittance to lounges is subject to Cardholders and any guests (including children) behaving and dressing in accordance with the relevant lounge terms and conditions and any person not complying with such terms and conditions may be asked to vacate the lounge facilities. The Priority Pass group of companies is not

liable for any loss suffered by the Cardholder and any guests where a lounge operator has refused admission because the Cardholder and/or guests have not complied with these conditions.

18. To the fullest extent allowed by law, the Priority Pass group of companies accepts no responsibility for the actions of the Cardholder when using any participating lounge and shall not be responsible for any personal belongings brought into a lounge by Cardholders.
19. Lost, stolen or damaged Priority Pass cards are to be notified immediately to (a) the Priority Pass office from which the card was issued or (b) to the card issuer, who shall be responsible for providing a replacement card. A charge may be levied for any replacement card.
20. In the event of the Cardholder cancelling or not renewing their Priority Pass membership or their payment card with the card issuer, the Priority Pass card shall be invalid effective from the cancellation date or the expiry date (as applicable) of their Priority Pass membership or their payment card. Any lounge visits made by a Cardholder using an invalid card, including any guests, shall be charged to the Cardholder. In the event that Priority Pass membership has been revoked due to the Cardholder's payment card being cancelled, Priority Pass reserves the right to pursue legal action to recover any outstanding charges. Cancellation of membership must be in writing to Priority Pass.
21. Renewal terms and conditions are at the sole discretion of Priority Pass. Priority Pass has the right to refuse membership to people who are employed by or contracted to an airline, airport or a Government in respect of airline or airport security.
22. If the Cardholder has agreed to automatic billing, Priority Pass membership will be automatically renewed if the Cardholder does not cancel such membership, in writing, at least 30 days prior to the end of the membership.
23. If the Cardholder has agreed to standard billing, Priority Pass membership will expire if the Cardholder does not inform Priority Pass that they wish to renew their membership in writing prior to the end of the membership.
24. The Priority Pass group of companies shall not be held responsible for any disputes or claims that may occur between the Cardholder and/or any guests and a lounge operator, and the Priority Pass group of companies shall not be liable for any costs, damages, losses or expenses related to such disputes.
25. The Priority Pass group of companies reserves the right at any time in its sole discretion and without notice to revoke membership to Priority Pass or to terminate the Priority Pass programme. Where applicable a proportional refund of the annual fee/enrollment fee (whichever is applicable) will be made provided revocation has not been made because of fraud or misuse by the Cardholder.

26. The Cardholder agrees that s/he will defend and indemnify the Priority Pass group of companies, its directors, officers, employees and agents (collectively 'the indemnified parties') against and hold each indemnified party harmless from all liabilities, damages, losses, claims, suits, judgments, costs and expenses (including reasonable legal fees) for injury to or death of any person or damage to or destruction of any property arising out of the use of any lounge by the Cardholder or any other person accompanying the Cardholder, except that such indemnification shall not extend to acts of gross negligence or willful misconduct by the indemnified parties.
27. Priority Pass makes no representations as to any income, use, excise or other tax liability of Cardholders as a result of their Priority Pass membership. Cardholders are advised to check with their accountant or tax adviser for further information. The Cardholder is solely responsible for any tax liability as a result of Priority Pass membership.
28. By using a Priority Pass card, the Cardholder consents to any personal data being used in accordance with the Priority Pass privacy policy available at [www.prioritypass.com](http://www.prioritypass.com) or available on written request to Priority Pass at Cutlers Exchange, 123 Houndsditch, London EC3A 7BU, UK.
29. By inputting payment card details for payment of the annual membership fee, the Cardholder accepts that these card details will be used for payment for any lounge visits at the prevailing rate.
30. The Priority Pass group of companies is constantly trying to improve the services it provides. If You have any concerns or complaints please contact Priority Pass. Priority Pass may monitor telephone calls to maintain and enhance its services. All complaints relating to any lounge visit should be made within six months of the relevant lounge visit.
31. To make a complaint You can:
  - a. call us on UK +44 (0)208 680 1338  
Hong Kong +852 2866 1964  
USA -Dallas +1 972 735 0536
  - b. write to us at Priority Pass, PO Box 120,  
Croydon, CR9 4NU, England
  - c. email us at  
[info@prioritypass.com](mailto:info@prioritypass.com)
32. Priority Pass will try to answer Your query within five working days of receipt. If we are not able to respond to Your complaint within five working days, we will send You an acknowledgement letter to keep You informed of the progress we are making.
33. Priority Pass reserves the right at all times to make any changes to these Conditions of Use subject to giving Cardholders reasonable notice as appropriate in the circumstances.



34. To the extent permissible by local law or regulation these Conditions of Use shall be governed by and construed in accordance with English law and Priority Pass and the Cardholder submit to the non-exclusive jurisdiction of English courts to resolve any disputes that arise out of them.
35. Any provision of these Conditions of Use declared void or unenforceable by any competent authority or court shall, to the extent of such invalidity or unenforceability, be deemed severable and shall not affect the other provisions of these Conditions of Use.
36. If there is any conflict in meaning between the English language version of these Conditions of Use and any version or translation of these Conditions of Use, the English language version shall prevail.

## MASTERCARD CONCIERGE SERVICE

The Mastercard Concierge Service is available to the Cardholders set out below:

- a Cardholder of a Mastercard Platinum Plus
  - a Cardholder of a Mastercard Corporate Platinum
- ("You", "Your" or the "Cardholder" for the purposes of this service description and the "Rules of Use")

The Mastercard Concierge Service is provided subject to the Rules of Use set out below. Please keep this service description and the Rules of Use for future reference as together they constitute the terms and conditions which form a contract between You and the Bank, "We" or "Us". As a Mastercard Cardholder, You agree to abide by the following terms and conditions when using the Mastercard Concierge Service (including all orders for goods and services from a supplier offered by the Mastercard Concierge Lifestyle Manager (the "Supplier")).

We reserve the right to change or amend this benefit by giving the Account holder for the relevant Mastercard Account at least 30 days' notice. We will only do this for one of the reasons set out in the Terms and Conditions of the Card.

### Description of Concierge Services available

- Air Travel Information and Reservation
- Care Hire Information and Reservation
- Chauffeur Driven Car Service
- Destination Information
- Golf Course Information
- Holiday Information and Reservation
- Hospitality and Event Ticketing
- Restaurant Reservation

### How to Use the Concierge Service

If You want to use the Concierge Service You should call:

Cardholder of a Mastercard Platinum Plus	Cardholder of a Mastercard Corporate Platinum
<ul style="list-style-type: none"><li>• 0370 850 2487 (+44 2890 049203 if outside the United Kingdom)</li><li>• Select option 3 (Concierge 24/7)</li></ul>	<ul style="list-style-type: none"><li>• 0370 850 1068 (+44 2890 049206 if outside the United Kingdom)</li><li>• Select option 3 (Concierge 24/7)</li></ul>
This service is available 24 hours a day, 7 days a week.	This service is available 24 hours a day, 7 days a week.

**Air Travel Information and Reservation:** Mastercard Concierge can source comprehensive flight information and provide the best available options pertaining to the Cardholder's request.

**Car Hire Information and Reservation:** Mastercard Concierge can source information pertaining to Rental locations, Hours of Business, Collection/Return Information and Vehicle classes available. Please note that most rental companies reserve the right to give You an alternative car if Your initial choice is not available.

**Chauffeur Driven Car Service:** Mastercard Concierge can source information in many locations on chauffeur driven cars for airport transfers, meetings, events or for the full duration of a trip.

**Destination Information:** A Mastercard Concierge Lifestyle Manager will provide the Cardholder with destination information for many locations and destinations worldwide, which can be individually tailored to a Cardholder's individually stated requirements and preferences.

**Golf Course Information:** Information, referrals and tee-times to public and semi-private golf courses in major cities around the world. Where possible, Mastercard Concierge will check the availability of tee times and confirm any specific handicap requirements.

**Holiday Information and Reservations:** A Mastercard Concierge Lifestyle Manager will assess the travel requirements of the Cardholder and offer the Cardholder tailored holiday 'packages' designed to meet their needs.

**Hospitality and Event Ticketing:** Mastercard Concierge will provide information on the availability of tickets to any ticketed event at most major worldwide destinations.

**Restaurant Reservation:** Mastercard Concierge can provide information on dining options at most major worldwide destinations. Mastercard Concierge Lifestyle Manager will, if requested, check the availability of tables.

In all instances a Mastercard Concierge Lifestyle Manager will provide options, price of the services (including delivery charges and any other associated charges), delivery timescales or next steps (if relevant). If requested, Mastercard Concierge will make a reservation, booking, place an order or arrange delivery with a Service Provider, using the Cardholder's eligible Mastercard Card for payment purposes, upon approval by the Cardholder.

### Information Services

Where any Service comprises of the supply of information, whilst every effort will be made to ensure that all information supplied is correct, the Concierge Service Provider is reliant on many information sources outside the Concierge Service Provider's control and the Concierge Service Provider is not liable for the accuracy of this third party information provided. The Concierge Service Provider will make reasonable efforts to ensure that Cardholders are provided with accurate information. The availability of information may vary dependant on the country requested.

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## Rules of Use

1. Your right to use this service is exclusive to You. You are responsible for ensuring that no one else uses this privilege. You are required to provide accurate details when using this service.
2. You may request to source for information, services, benefits or products. The Mastercard Concierge Lifestyle Manager has the absolute discretion not to provide or make any requested arrangement if in its opinion, the provision of such services would be contrary to any laws or regulations or if such services or the provision of any such services is immoral or against public interests.
3. The Mastercard Concierge Lifestyle Manager will contact You via the contact details provided by You as to the availability of any of the services You have requested to be sourced. The Mastercard Concierge Lifestyle Manager shall not be liable to You, if it is not able to source any of the services You have requested or if there is any delay in sourcing any such services for You.
4. You agree that the sale of any tickets for any event is final and there are no refunds or cancellations after You have purchased Your tickets. In the event of show cancellations directly by the artist/promoter, any refund is subject to the discretion of such artist/promoter and Mastercard Concierge is not liable to You for any such refunds or any losses, damages or liabilities suffered by You as a result of such cancellations.
5. Unless stated otherwise, You are required to make payment for all the services You ordered or requested through the service upon the acceptance of Your order by the Supplier. You agree that You will use Your Mastercard Card exclusively for payment of anything ordered through this service. Any additional associated costs or Supplier expenses incurred in the sourcing, provision, or the delivery of the services shall also be paid for by You and such costs or expenses will be billed to Your Mastercard Card.
6. Your contract for the purchase of products or services is made directly with the relevant Supplier only. Mastercard Concierge and its Service Provider hereby disclaim any and all liability for any act or omission of any Supplier or any loss incurred by You as a result of any act or omission of a Supplier or use of any product or service provided by a Supplier whether or not arranged through a Mastercard Concierge Lifestyle Manager.

7. Services may not be available in all countries. For instance, restrictions may apply where a country is involved in an international or internal conflict, the existing infrastructure is deemed inadequate to support service or where applicable law prohibits or restricts Mastercard Concierge from providing or arranging for such services.
8. Subject to local privacy and data protection laws in processing telephone conversations, as part of the fulfilment of the services requested, the Mastercard Concierge Lifestyle Manager will record the telephone conversation. This will be retained for a period of six (6) months for the exclusive purposes of security, monitoring, quality assurance and the training of Mastercard Concierge Lifestyle Managers.
9. The Bank will provide personal data about the Cardholder to the Concierge Service Provider in relation to the provision of the Concierge Service. The Cardholder may also be asked to provide personal data to the Concierge Service Provider in relation to the provision of the service. Mastercard or the Concierge Service Provider may contact You to conduct surveys and follow up questions, with the Cardholder's consent, in relation to the Cardholder's perception of the services received from the Concierge Service Provider. By availing of the Concierge Service, the Cardholder consents to the personal data being shared in this way.
10. You understand and agree that in order to provide fulfillment of the concierge services requested, information about You may be transferred locally or internationally. In all cases, the Mastercard Concierge Service Provider shall respect the applicable privacy and data protection laws in processing such data and information. For more information about Mastercard's information practices and Mastercard's Privacy Policy, please visit [www.mastercard.com/privacy](http://www.mastercard.com/privacy).
11. Mastercard will sometimes arrange for Service Providers or Suppliers from outside the EEA to provide services and Your personal data may be transferred outside the EEA, processed and retained by such Service Providers or Suppliers for this purpose.
12. If the Bank is made aware by the Cardholder of an expression of dissatisfaction, disappointment or complaint in relation to the provision of the Concierge Service, the Bank will provide all relevant information provided by the Cardholder to their Mastercard Account Manager to enable Mastercard Concierge to launch an investigation. To support the investigation, the Bank will provide Cardholder information including Cardholder name, date and time of call and the nature of the dissatisfaction, disappointment or complaint. Mastercard Concierge will make reasonable efforts to provide a response to the Bank of any escalation within three (3) Business Days.





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