

Before printing and completing this application you need to be:

- a Sole Trader with a turnover up to £250k
- UK or Channel Islands resident over 18

This form is enabled as a fillable PDF, which means you can complete it on screen. If you would prefer to print and complete by hand, please ensure all the sections are completed in BLOCK CAPITALS and black ink.

Once you have completed and signed the application please send to:

Application Processing Centre
Admail 4159
London
EC2M 4ZZ

Please note: due to regulatory requirements you will be required to print out several pages (approx 16). Please ensure you have adequate paper and toner in your printer.

Smoothing out the costs of business

Business Credit Card
Sole Trader



Make it happen

The Royal Bank of Scotland Business Credit Card offers a range of benefits specifically designed for business owners like you. It's simple, secure and flexible to make sure your day-to-day business runs as smoothly as possible.

Smoothing out the costs of business

Helping your cash flow better

- ✓ We know how important cash flow is to your business. That's why with the RBS Business Credit Card you will enjoy an automatic interest-free grace period of up to 45 days on purchases to help smooth your cash flow.
- ✓ Accepted at home or abroad, for everyday purchases like stationery and fuel, or larger items like computers and furniture, as well as those re-occurring payments you don't want to forget. It simplifies your payment methods giving you extra cash flow flexibility.
- ✓ As the following chart demonstrates, when you purchase anything on 30-day payment terms, your business doesn't actually have to settle the invoice for up to 75 days.

Extend your payment terms to maximise your cash flow

Receive invoice from supplier
Payment terms 30 days

DAY 01

Pay supplier with your card

DAY 30

Pay balance on your card, up to

DAY 75

Please complete all sections in BLOCK CAPITALS and BLACK ink.

- Only to be completed by the Principal owner of the business.
- The principal business owner must sign the credit agreement as indicated by a red cross on page 3.
- If you wish to take out Card Protection Plus, please tick the box in the 'Form of consent' section on page 3. Please also sign in the area indicated.
- Your application may be delayed if all sections are not completed.

Your information

For details of how we and others will use your information and how to give your consent, please look for the padlock symbol below and in the accompanying Business Card General Terms or contact 0845 301 6264.

Credit reference agencies

We may obtain information about you from credit reference agencies and Group records to check your credit status and identity. The agencies will record our enquiries which may be seen by other companies who make their own credit enquiries. We may use credit scoring. Your application will be assessed using credit reference agency records relating to anyone with whom you have a joint account or similar financial association. If this is a joint application and such a link does not already exist then one may be created now. These links will remain until you file a "notice of disassociation" at the credit reference agencies.

Fraud prevention agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. We may also obtain information about you from fraud prevention agencies.

Keeping you informed

We would like to keep you informed by letter, phone and electronic means (including e-mail and mobile messaging) about products, services and additional benefits that we believe may be of interest to you. If you don't want us to do this, please place a cross in this box

Giving your consent

By signing this application you are agreeing that we may use your information in the way described in this form including the 'Keeping you informed' section and in the 'Your Information' section within the Business Card General Terms.

1. Personal details (Principal owner)

Title (Mr/Mrs/Miss/Ms) First name (in full)
 Middle/other initials Surname
 Date of birth (mandatory field)
 Country of Nationality
 Home owner Private tenant Council tenant Living with parents Other
 Are you?
 Home address
 Postcode Date moved to present address (mandatory field)
 Home phone no. (inc STD code)
 Previous address (if less than 2 years at present address)
 Address
 Postcode Date moved to previous address

2. Business details

Business name (as you wish it to appear on the card) (max 19 characters inc. spaces)
 Average (or projected) business turnover per annum £
 Preferred statement date (choose any date between 3rd to 28th of each month inclusive) Time in business (years) Number of employees
 Business contact no. (inc STD code)
 Mobile phone no
 Security password (memorable word)
 Email address
 Name of principal business Bank/ Building Society
 Sort code Account no.
 Date account opened

3. Personal financial details

Name of principal Bank/Building Society
 Sort code Account no.
 Date opened account
 Number of credit cards and/or store cards held
 Previous year's annual income (mandatory field) £

4. Cardholder 2 details

Title (Mr/Mrs/Miss/Ms) First name (in full)
 Middle/other initials Surname
 Home address
 Postcode
 Preferred daytime contact telephone number
 Date of birth (mandatory field)
 Country of Nationality
 Security Password (Memorable Word)

Declaration and giving your consent

By signing below you are agreeing that we may use your information in the way described in this form including the 'Keeping you informed' section and in the 'Your Information' section within the Business Card General Terms.

Signature of Cardholder 2

Please note a second card is only available to Card Accounts granted £1,000+ Credit Limits.

5. Minimum payment collection by Direct Debit

The minimum monthly repayment (5% of the outstanding balance or £5 whichever is the greater) will be collected by Direct Debit from your Business Account detailed in section 2 of this application form subject to the safeguards assured by the Direct Debit guarantee. Originator number 914691



6. Convenience cheques

Please tick the box if you would like a book of Convenience Cheques which you can use when cards are not accepted.
 These will be debited to your Business Card account. Please ensure that you have read and agree to the enclosed Terms for Convenience Cheques.

7. Card Protection Plus – please read the Policy Summary included in this brochure

- Protects you and up to four people living at the same address against loss, theft and fraud or misuse of their business, personal and store cards anywhere in the world
- Cancel and reorder your cards with one freephone call
- Provides emergency cash, hotel bill advance and replacement travel ticket advance
- Up to £500 cover for replacing locks and keys

For cover please tick and sign the Card Protection Plus section on page 3. A policy premium of £29 per year will be debited to your Business Credit Card account when your policy is issued and subsequently when due at the prevailing rate until cancelled by you.

CREDIT CARD AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

This is the Business Card agreement between The Royal Bank of Scotland plc, Commercial Cards Division, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ whose head office is at 36 St Andrew Square, Edinburgh EH2 2YB and the Customer signing the application form.

Title (Mr/Mrs/ Miss/Ms)	<input type="text"/>	First name (in full)	<input type="text"/>	Business address	<input type="text"/>
Middle/other initials	<input type="text"/>	Surname	<input type="text"/>		<input type="text"/>
Name of Business	<input type="text"/>				<input type="text"/>
				Postcode	<input type="text"/> <input type="text"/>

Key financial information

A Business Credit Limit	The Bank will set the monthly credit limit from time to time and will inform the Customer of what it is. The Bank will set a Cash Advance Limit from time to time and will notify the Customer of the applicable Cash Advance Limit. The Cash Advance Limit is 50% of the Business Credit Limit.
B Repayment	<p>Each month the Customer must make at least the Minimum Payment shown on the monthly Statement by the due date which is 14 days after the date of the Statement. A payment due on a non-business day, will be payable on the next Business Day (i.e. a weekday other than a national holiday). The Minimum Payment will be either:</p> <ul style="list-style-type: none"> The greater of £5 or 5% of the full amount outstanding plus any amount by which the balance exceeds the Business Credit Limit; The full amount, where the sum outstanding is less than £5; or The full outstanding balance in circumstances set out in Term 2.9.1(b) and (c)
C APR	APR (variable): 23.2%

Other financial information

D Interest Rates	<p>We will charge interest at the following annual rates:</p> <p>Purchases and Balance Transfers 16.9% p.a. Cash Advances and cheques 24.9% p.a.</p> <p>We may make Special Offers available to the Customer. The Bank will provide details of the interest rate applicable to the Special Offer and any charges or fees which apply at the time of making the Special Offer available (see Terms 6.7 and 6.8). The rates for outstanding balances are variable. If the full amount outstanding is not paid within 14 days after the date of the Statement, interest on Purchases will be charged on the balance outstanding from the date the transaction was debited to the Business Account until repaid in full. No interest will be charged on Purchases if the full amount outstanding is paid in full and credited to the Business Account within 14 days after the date of the Statement, and the Customer paid the previous month's balance in full and on time. Interest on Cash Advances and cheques will be charged from the date the transaction was debited to the Business Account until repaid in full. Interest will be charged at the rates set out above calculated on the average daily balance outstanding for the payment period on the Business Account until full repayment is made. Interest on interest is charged at the same rate that applies to the transaction or item debited to the Business Account at the same rate as applies to that transaction or item and on which the interest is charged. The Bank charges interest on interest, Cash Handling fees and other fees and charges debited to the Business Account from the date the interest, fee or charge is put on to the Business Account. The Bank will not charge interest on over limit fees, late payment charges or other fees which it may apply to the Business Account because the Customer is in breach of this agreement. Payments the Bank receives are applied to the items on the Business Account in the following order:</p> <ul style="list-style-type: none"> In payment of any interest; In payment of fees and charges shown on any statement; In payment of any Special Offers, Balance Transfers and Purchases shown on any statement; Towards repayment of all cheques and Cash Advances (except Special Offers) shown on any statement; To repay Special Offers not yet shown on any statement; Towards repayment of all Balance Transfers and Purchases (except Special Offers) not yet shown on any statement; and Towards repayment of all cheques and Cash Advances (except Special Offers) not yet shown on any statement.
E Total Charge for Credit	Business Card: £172.83 comprising interest based on £1,500 of purchases repaid over one year and the Annual Card Fee of £32 (assuming only one card).
F Changes to interest rates and fees	The interest rate, fees and charges can be changed or new fees or charges introduced by giving the Customer two months' notice. The APR does not take into account possible changes.

Key information

G Other charges	<p>The Bank will charge the Customer:</p> <ul style="list-style-type: none"> £12 Administration Fee if payment is not received by the due date as described in section B above or is returned unpaid; £12 if the Business Credit Limit is exceeded; £25 for each cheque returned unpaid; £25 for each request to stop a cheque; foreign exchange conversion fee: 2.95% of each foreign exchange transaction (including purchase of foreign currency and travellers' cheques); an administrative charge for ancillary services (such as providing duplicate statements); a Cash Handling Fee on Cash Advances which is 3% of the transaction amount (minimum charge £3); a cheque Handling Fee on each cheque which is 2.5% of the cheque amount (minimum charge £2). <p>Interest will be charged at the rates in D above on amounts unpaid (except on Administration Fees). (See Terms 4.6 and 6.3.)</p>
Missing Payments	Missing payments could have severe consequences and make obtaining credit more difficult.

IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, the Bank cannot enforce this agreement without getting a court order.

The Act also gives you a number of rights:

- 1) You can settle this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement.
- 2) If you received unsatisfactory goods or services paid for under this agreement, apart from any bought with a cash loan, you may have a right to sue the supplier, the Bank or both.
- 3) If the contract is not fulfilled, perhaps because the supplier has gone out of business, you may still be able to sue the Bank.

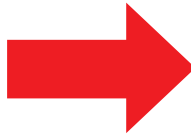
If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

THEFT, LOSS OR MISUSE OF THE CARD

If your card is lost, stolen or misused by someone without your permission, you may have to pay up to £25 of any loss to the Bank. If it is misused with your permission you will probably be liable for ALL losses. You will not be liable to the Bank for losses which take place after you have told the Bank about the theft, etc. as long as you confirm this in writing within seven days.

YOUR RIGHT TO CANCEL

Once you have signed this agreement, you will have a short time in which you can cancel it. The Bank will send you exact details of how and when you can do this.



This is a Credit Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.

	<table border="1" style="border-collapse: collapse; width: 100%;"> <tr> <td style="width: 12.5%; text-align: center;">D</td> <td style="width: 12.5%; text-align: center;">D</td> <td style="width: 12.5%; text-align: center;">M</td> <td style="width: 12.5%; text-align: center;">M</td> <td style="width: 12.5%; text-align: center;">Y</td> <td style="width: 12.5%; text-align: center;">Y</td> </tr> </table>	D	D	M	M	Y	Y
D	D	M	M	Y	Y		

Signature of customer

Date of signature

Form of consent

I wish to purchase a Card Protection Plus policy to protect my cards.

Signature of customer

I understand that I am purchasing the product(s) ticked above on credit provided by you and that the terms relating to the credit for the product can be found in clauses A to G opposite and in the accompanying Business Card General Terms.

Optional Insurance – you will NOT be covered unless you tick and sign above

By signing, I agree to be bound by the Business Card Terms as set out in clauses A to G opposite and in the accompanying Business Card General Terms. The Bank is authorised to accept telephone instructions in relation to the Agreement when the instructions appear to be given to the Bank by the Customer.

The Customer is applying to the Bank to open a Business Credit Card account under which cards will be issued to Cardholders authorised by the Customer. Cards will be capable of being used to make purchases and obtain cash from those within the payment scheme indicated on the cards. We may also issue convenience cheques or enable you to make balance transfers to other lenders. The Agreement comprises the terms at A to G above together with the Business Card General Terms in this brochure. The Customer can request a copy of this information at any time during the duration of the Agreement. References to the Consumer Credit Act 1974 do not apply to incorporated customers, partnerships of 4 or more partners or partnerships of 2 or 3 partners all of which are incorporated.

Card Protection Plus

Please tick the relevant box and sign above to confirm that you wish to purchase Card Protection Plus. A premium of £29 per year will be debited to your account now and subsequently when due at the prevailing rate until cancelled by you. Card Protection Plus is provided by Card Protection Plan Limited and underwritten by ACE European Group Ltd. Both are authorised and regulated by the Financial Services Authority (FSA).

Bank use section only

Business Manager name (in BLOCK CAPITALS)

Contact telephone number

Salary reference number

Portfolio code

Account number

Branch sort code

Bank of England/Institution code


CIN

Campaign Code (ASC)

Business managers only enter last 9 digits.
Operations staff only key in last 9 digits.

Signed for and on behalf of The Royal Bank of Scotland plc.

Signature

 _____
Date

CDF24

Response Code

A T R D

Branch stamp

Reminder: Credit Agreement signed by customer
 Pre-Contract Information (PCI) sheet provided to customer
 Return to: Application Processing Centre
Admail 4159
London
EC2M 4ZZ

TO BE RETAINED BY THE CUSTOMER

**Pre-Contract Information
The Royal Bank of Scotland Business Credit Card**

CREDIT CARD AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

This is the Business Card agreement between The Royal Bank of Scotland plc, Commercial Cards Division, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ whose head office is at 36 St Andrew Square, Edinburgh EH2 2YB and the Customer signing the application form.

Title (Mr/Mrs/Miss/Ms)	<input type="text"/>	First name (in full)	<input type="text"/>	Business address	<input type="text"/>
Middle/other initials	<input type="text"/>	Surname	<input type="text"/>		<input type="text"/>
Name of Business	<input type="text"/>				<input type="text"/>
				Postcode	<input type="text"/> <input type="text"/>

KEY FINANCIAL INFORMATION

A. Business Credit Limit	The Bank will set the monthly credit limit from time to time and will inform the Customer of what it is. The Bank will set a Cash Advance Limit from time to time and will notify the Customer of the applicable Cash Advance Limit. The Cash Advance Limit is 50% of the Business Credit Limit.
B. Repayment	Each month the Customer must make at least the Minimum Payment shown on the monthly Statement by the due date which is 14 days after the date of the Statement. A payment due on a non-business day, will be payable on the next Business Day (i.e. a weekday other than a national holiday). The Minimum Payment will be either: <ul style="list-style-type: none">• The greater of £5 or 5% of the full amount outstanding plus any amount by which the balance exceeds the Business Credit Limit;• The full amount, where the sum outstanding is less than £5; or• The full outstanding balance in circumstances set out in Term 2.9.1(b) and (c)
C. APR	APR (variable): 23.2%

OTHER FINANCIAL INFORMATION

D. Interest Rates	<p>We will charge interest at the following annual rates:</p> <p>Purchases and Balance Transfers 16.9% p.a. Cash Advances and cheques 24.9% p.a.</p> <p>We may make Special Offers available to the Customer. The Bank will provide details of the interest rate applicable to the Special Offer and any charges or fees which apply at the time of making the Special Offer available (see Terms 6.7 and 6.8). The rates for outstanding balances are variable. If the full amount outstanding is not paid within 14 days after the date of the Statement, interest on Purchases will be charged on the balance outstanding from the date the transaction was debited to the Business Account until repaid in full. No interest will be charged on Purchases if the full amount outstanding is paid in full and credited to the Business Account within 14 days after the date of the Statement, and the Customer paid the previous month's balance in full and on time. Interest on Cash Advances and cheques will be charged from the date the transaction was debited to the Business Account until repaid in full. Interest will be charged at the rates set out above calculated on the average daily balance outstanding for the payment period on the Business Account until full repayment is made. Interest on interest is charged at the same rate that applies to the transaction or item debited to the Business Account at the same rate as applies to that transaction or item and on which the interest is charged. The Bank charges interest on interest, Cash Handling fees and other fees and charges debited to the Business Account from the date the interest, fee or charge is put on to the Business Account. The Bank will not charge interest on over limit fees, late payment charges or other fees which it may apply to the Business Account because the Customer is in breach of this agreement. Payments the Bank receives are applied to the items on the Business Account in the following order:</p> <ul style="list-style-type: none">• In payment of any interest;• In payment of fees and charges shown on any statement;• In payment of any Special Offers, Balance Transfers and Purchases shown on any statement;• Towards repayment of all cheques and Cash Advances (except Special Offers) shown on any statement;• To repay Special Offers not yet shown on any statement;• Towards repayment of all Balance Transfers and Purchases (except Special Offers) not yet shown on any statement; and• Towards repayment of all cheques and Cash Advances (except Special Offers) not yet shown on any statement.
E. Total Charge for Credit	Business Card: £172.83 comprising interest based on £1,500 of purchases repaid over one year and the Annual Card Fee of £32 (assuming only one card).
F. Changes to interest rates and fees	The interest rate, fees and charges can be changed or new fees or charges introduced by giving the Customer two months' notice. The APR does not take into account possible changes.

KEY INFORMATION

G. Other charges

The Bank will charge the Customer:

- £12 Administration Fee if payment is not received by the due date as described in section B above or is returned unpaid;
 - £12 if the Business Credit Limit is exceeded;
 - £25 for each cheque returned unpaid;
 - £25 for each request to stop a cheque;
 - foreign exchange conversion fee: 2.95% of each foreign exchange transaction (including purchase of foreign currency and travellers' cheques);
 - an administrative charge for ancillary services (such as providing duplicate statements);
 - a Cash Handling Fee on Cash Advances which is 3% of the transaction amount (minimum charge £3);
 - a cheque Handling Fee on each cheque which is 2.5% of the cheque amount (minimum charge £2).
- Interest will be charged at the rates in D above on amounts unpaid (except on Administration Fees).
(See Terms 4.6 and 6.3.)

MISSING PAYMENTS

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

IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, the Bank cannot enforce this agreement without getting a court order. The Act also gives you a number of rights:

- 1) You can settle this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement.
- 2) If you received unsatisfactory goods or services paid for under this agreement, apart from any bought with a cash loan, you may have a right to sue the supplier, the Bank or both.
- 3) If the contract is not fulfilled, perhaps because the supplier has gone out of business, you may still be able to sue the Bank.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

THEFT, LOSS OR MISUSE OF THE CARD

If your card is lost, stolen or misused by someone without your permission, you may have to pay up to £25 of any loss to the Bank. If it is misused with your permission you will probably be liable for ALL losses. You will not be liable to the Bank for losses which take place after you have told the Bank about the theft, etc., as long as you confirm this in writing within seven days.

YOUR RIGHT TO CANCEL

Once you have signed this agreement, you will have a short time in which you can cancel it. The Bank will send you exact details of how and when you can do this.

Business Credit Card

This is a copy of your agreement for you to keep. It includes a notice about your cancellation rights which you should read.

CREDIT CARD AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

This is the Business Card agreement between The Royal Bank of Scotland plc, Commercial Cards Division, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ whose head office is at 36 St Andrew Square, Edinburgh EH2 2YB and the Customer signing the application form.

KEY FINANCIAL INFORMATION	
A Business Credit Limit	The Bank will set the monthly credit limit from time to time and will inform the Customer of what it is. The Bank will set a Cash Advance Limit from time to time and will notify the Customer of the applicable Cash Advance Limit. The Cash Advance Limit is 50% of the Business Credit Limit.
B Repayment	Each month the Customer must make at least the Minimum Payment shown on the monthly Statement by the due date which is 14 days after the date of the Statement. A payment due on a non-business day, will be payable on the next Business Day (i.e. a weekday other than a national holiday). The Minimum Payment will be either: <ul style="list-style-type: none"> • The greater of £5 or 5% of the full amount outstanding plus any amount by which the balance exceeds the Business Credit Limit; • The full amount, where the sum outstanding is less than £5; or • The full outstanding balance in circumstances set out in Term 2.9.1(b) and (c)
C APR	APR (variable): 23.2%
OTHER FINANCIAL INFORMATION	
D Interest Rates	We will charge interest at the following annual rates: Purchases and Balance Transfers 16.9% p.a. Cash Advances and cheques 24.9% p.a. We may make Special Offers available to the Customer. The Bank will provide details of the interest rate applicable to the Special Offer and any charges or fees which apply at the time of making the Special Offer available (see Terms 6.7 and 6.8). The rates for outstanding balances are variable. If the full amount outstanding is not paid within 14 days after the date of the Statement, interest on Purchases will be charged on the balance outstanding from the date the transaction was debited to the Business Account until repaid in full. No interest will be charged on Purchases if the full amount outstanding is paid in full and credited to the Business Account within 14 days after the date of the Statement, and the Customer paid the previous month's balance in full and on time. Interest on Cash Advances and cheques will be charged from the date the transaction was debited to the Business Account until repaid in full. Interest will be charged at the rates set out above calculated on the average daily balance outstanding for the payment period on the Business Account until full repayment is made. Interest on interest is charged at the same rate that applies to the transaction or item debited to the Business Account at the same rate as applies to that transaction or item and on which the interest is charged. The Bank charges interest on interest, Cash Handling fees and other fees and charges debited to the Business Account from the date the interest, fee or charge is put on to the Business Account. The Bank will not charge interest on over limit fees, late payment charges or other fees which it may apply to the Business Account because the Customer is in breach of this agreement. Payments the Bank receives are applied to the items on the Business Account in the following order: <ul style="list-style-type: none"> • In payment of any interest; • In payment of fees and charges shown on any statement; • In payment of any Special Offers, Balance Transfers and Purchases shown on any statement; • Towards repayment of all cheques and Cash Advances (except Special Offers) shown on any statement; • To repay Special Offers not yet shown on any statement; • Towards repayment of all Balance Transfers and Purchases (except Special Offers) not yet shown on any statement; and • Towards repayment of all cheques and Cash Advances (except Special Offers) not yet shown on any statement.
E Total Charge for Credit	Business Card: £172.83 comprising interest based on £1,500 of purchases repaid over one year and the Annual Card Fee of £32 (assuming only one card).
F Changes to interest rates and fees	The interest rate, fees and charges can be changed or new fees or charges introduced by giving the Customer two months' notice. The APR does not take into account possible changes.

KEY INFORMATION

G Other charges	The Bank will charge the Customer: <ul style="list-style-type: none"> • £12 Administration Fee if payment is not received by the due date as described in section B above or is returned unpaid; • £12 if the Business Credit Limit is exceeded; • £25 for each cheque returned unpaid; • £25 for each request to stop a cheque; • foreign exchange conversion fee: 2.95% of each foreign exchange transaction (including purchase of foreign currency and travellers' cheques); • an administrative charge for ancillary services (such as providing duplicate statements); • a Cash Handling Fee on Cash Advances which is 3% of the transaction amount (minimum charge £3); • a cheque Handling Fee on each cheque which is 2.5% of the cheque amount (minimum charge £2) Interest will be charged at the rates in D above on amounts unpaid (except on Administration Fees). (See Terms 4.6 and 6.3.)
------------------------	--

MISSING PAYMENTS

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

IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, the Bank cannot enforce this agreement without getting a court order. The Act also gives you a number of rights:

- 1) You can settle this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement.
- 2) If you received unsatisfactory goods or services paid for under this agreement, apart from any bought with a cash loan, you may have a right to sue the supplier, the Bank or both.
- 3) If the contract is not fulfilled, perhaps because the supplier has gone out of business, you may still be able to sue the Bank.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

THEFT, LOSS OR MISUSE OF THE CARD

If your card is lost, stolen or misused by someone without your permission, you may have to pay up to £25 of any loss to the Bank. If it is misused with your permission you will probably be liable for ALL losses. You will not be liable to the Bank for losses which take place after you have told the Bank about the theft, etc., as long as you confirm this in writing within seven days.

YOUR RIGHT TO CANCEL

Once you have signed, you will have for a short time a right to cancel this agreement. You can do this by sending or taking WRITTEN notice of cancellation to **The Royal Bank of Scotland plc, Commercial Cards Division, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ**. If you cancel this agreement you, the Customer, will still have to repay any money lent to you. Any money you have paid must be returned to you. If you repay all sums due within one month of cancellation then you will not have to pay interest or other charges. Any goods which you already have under the agreement, apart from any purchased out of a cash loan, will have to be returned. Such goods should not be used and should be kept safe. (Legal action may be taken against you if you do not take proper care of them.) You can wait for them to be collected from you and you need not hand them over unless you receive a written request. You will not, however, be required to hand back any goods supplied to meet an emergency or which have already been incorporated, for example in your home. But you will still be liable to pay for emergency goods or services or for any goods which have been incorporated by you or one of your relatives.

FORM OF CONSENT

I wish to purchase Payment Protection Insurance to protect my payments.
I wish to purchase a Commercial Card Protection Policy to protect my cards.

The Agreement comprises the terms at A to G above together with the Business Card General Terms in this brochure. The Customer can request a copy of this information at any time during the duration of the Agreement. References to the Consumer Credit Act 1974 do not apply to incorporated customers, partnerships of 4 or more partners or partnerships of 2 or 3 partners all of which are incorporated.

Business Card General Terms

1. Issue of cards and cheques

- 1.1 The **Customer** authorises the **Bank** to issue cards and a PIN to **Cardholders** detailed in the application or otherwise notified to it and authorises each Cardholder to use the card and authorise card transactions on the Customer's behalf. The Bank will issue cards bearing the names of the Customer and the Cardholder. A Cardholder may only use the card issued with his/her name.
- 1.2 Cards can be used for the purchase of goods and services where the logo shown on the card is displayed.
- 1.3 The Bank will open, in the name of the Customer:
 - 1.3.1 an **Account** for each card.
 - 1.3.2 a **Business Account** consolidating all the Accounts.

- 1.4 The maximum debit balance allowed on each Account is the **Cardholder Credit Limit**. The maximum debit balance allowed on the Business Account is the **Business Credit Limit** as notified by the Bank from time to time. Unless agreed otherwise the Bank may allow the Cardholder Credit Limit to be exceeded so long as the Business Credit Limit is not exceeded.
- 1.5 The Customer will appoint an Authorised Signatory who can request changes to Customer or Cardholder details by fax or in writing. This includes requests for new cards and for changes to the Business Credit Limit.
- 1.6 The Customer can also instruct the Bank in accordance with the authority held by the Bank.
- 1.7 The Bank is authorised to accept written or faxed instructions. Provided the signature on the written instructions of the fax appears to be that of an Authorised Signatory or consistent with the authority held by the Bank, the Bank may assume the accuracy of the instructions and comply with them. The Bank may contact the person giving the faxed instruction by telephone, to confirm any instructions or information received. The Bank may also accept instructions over the telephone. When accepting instructions over the telephone, the Bank will ask the person on the telephone certain agreed security questions. Provided the person is able to provide the correct answer, the Bank may assume that person is an Authorised Signatory or other person entitled to provide instructions to the Bank, assume the accuracy of the instructions and comply with them.
- 1.8 The Customer will immediately notify the Bank of any change of name, address, telephone number or email (where applicable). If the Customer notifies the Bank by telephone, the Bank may ask the Customer to confirm any notice in writing.
- 1.9 The Bank may agree to supply cheques for use by a Cardholder on written request by an Authorised Signatory or in accordance with the authority held by the Bank. Each cheque will bear the names of the Customer and the Cardholder. Only the named Cardholder can use a cheque.
- 1.10 The Bank enables the card to be used to withdraw cash (which includes foreign currency and travellers' cheques) and to make money transfers (Cash Advances) unless the Customer has notified the Bank that it does not want these facilities to be available to it. The Bank may restrict the amount that may be withdrawn as Cash Advances to a percentage of the Credit Limit. If the Bank does this, it will inform the Customer of the Cash Advance Limit at that time. The Bank may also set a maximum amount which a Cardholder can withdraw as cash within any day or other period determined by the Bank and notified to the Customer. If the Bank does this, it may refuse any transactions which exceed that amount.
- 1.11 Unless expressly stated, any products, additional features or benefits made available to the Customer and/or Cardholder(s) do not form part of the Agreement and the Bank may withdraw them at any time.

Use of cards and cheques

2. Authorising card transactions

- 2.1 A card transaction will be regarded as authorised by the Customer where the Customer or a Cardholder:
 - 2.1.1 authorises the transaction at the point of sale by following whatever instructions are provided by the merchant to authorise the transaction, which may include:
 - a. entering the PIN number or providing any other security code;
 - b. signing a sales voucher;
 - c. providing the card details and/or providing any other details requested;
 - d. waving or swiping the card over a card reader.
 The authorisation of a transaction can include authorising any single transaction, a series of recurring transactions (including transactions for an indefinite period), or pre-authorising a future transaction of a certain or uncertain amount.
 - 2.1.2 inserts a card and their PIN and makes a request for a Cash Advance at an ATM or at any bank counter;
 - 2.1.3 orally or in writing provides the card details to the Bank or the Bank's representative and requests a Balance Transfer, Cash Advance or money transfer from the Account;
 - 2.1.4 presents (including by sending) a completed cheque bearing the card details to any person.
- 2.2 In the event that a card transaction has not been authorised, the Customer or Cardholder may authorise a transaction after it has been made by providing its consent to the transaction orally or in writing.
- 2.3 Authorisation for a card transaction may not be withdrawn (or revoked) by the Customer or the Cardholder after the time it is provided by the Cardholder. However, the following transactions may be withdrawn at a later date as follows:
 - 2.3.1 any transaction which is agreed to take place on a date later than the date it was authorised may be withdrawn so long as notification was provided no later than close of business on the Business Day before it was due to take place; or
 - 2.3.2 recurring transactions may be withdrawn if they are to occur after the date of withdrawal.
- 2.4 Funds to cover authorised transactions received by the Bank will be paid over to the merchant acquirer within 3 days following receipt by the Bank of the instruction to make payment and may take an additional day if authorised using a paper based authorisation process.
- 2.5 A transaction (the payment order) will be received as follows:
 - 2.5.1 For purchases and ATM transactions, at the time the Bank receives the transaction instruction from the merchant acquirer or ATM operator;
 - 2.5.2 For Balance Transfers or other transactions communicated directly to the Bank, at the time the Customer or a Cardholder asks the Bank to complete the transaction.

Cardholder usage

- 2.6 The Customer will ensure each Cardholder only uses cards and cheques for business purposes and:
 - 2.6.1 complies with the Agreement and any security measures advised by the Bank;
 - 2.6.2 does not exceed their relevant Cardholder Credit Limit;
 - 2.6.3 does not exceed their Cash Advance Limit;
 - 2.6.4 discloses the card number to third parties only in order to carry out a card transaction;
 - 2.6.5 signs any card issued immediately on receipt;
 - 2.6.6 memorises any PIN issued by the Bank for use with a card, destroys the notification slip immediately and does not disclose the PIN to any person;
 - 2.6.7 takes reasonable care of the card and cheques;
 - 2.6.8 does not write cheques for cash; and
 - 2.6.9 does not use a card or cheque while it is suspended, after it has been cancelled or in breach of any restriction.

Customer obligations in relation to the card

- 2.7 The Customer will:
 - 2.7.1 meet all expenditure, charges and interest incurred through the use of all cards and cheques (unless a refund is lawfully due) including where a card continues to be used by the Cardholder after the Bank has been asked to suspend, cancel or restrict its use, the Agreement has been terminated or a Cardholder uses the card in breach of their obligations to the Customer.
 - 2.7.2 notify the Bank immediately of any change to a Cardholder's or the Customer's details.
 - 2.7.3 notify the Bank without undue delay [and within a maximum of 13 months after the date the transaction is debited to the Account] where the Customer knows or suspects a card or cheque has been misused or where a payment has been wrongly executed.
 - 2.7.4 return to the Bank or destroy cards and cheques, where a Cardholder is no longer permitted to use them.
 - 2.7.5 notify all suppliers with a continuing payment authority that a card has been cancelled.
- 2.8 The Customer may be entitled to claim a refund in relation to transactions where:
 - 2.8.1 a card transaction was not authorised under this Agreement;
 - 2.8.2 the Bank is responsible for a card transaction which was incorrectly executed and the Customer or Cardholder notified the Bank in accordance with Condition 2.7.3;
 - 2.8.3 a pre-authorised transaction did not specify the exact amount at the time of its authorisation and the amount charged by a supplier is more than the Cardholder could reasonably have expected taking into account normal spending patterns on the card or the circumstances of the transaction. A claim for a refund in these circumstances will not be accepted if:
 - a. the amount of the transaction was made available to the Customer or Cardholder at least 4 weeks before the card transaction date; or
 - b. it is made more than 8 weeks after being debited to the Account.
- 2.9 The Bank may at any time:
 - 2.9.1 suspend, restrict or cancel a Cardholder's use of a card and cheques or refuse to issue or replace a card or cheques for reasons relating to the following:
 - a. the Bank is concerned about the security of the Account;
 - b. the Bank suspects the Account is being used in breach of this Agreement or in an unauthorised or fraudulent manner; and
 - c. if there is a change in the Customer's financial circumstances giving the Bank reasonable grounds to believe there to be a significant risk that the Customer may have difficulty paying the Bank, including:
 - the Customer proposes a voluntary arrangement with its creditors.
 - there is any resolution or petition for liquidation or bankruptcy or insolvency proceedings are commenced, in relation to the Customer in any jurisdiction, except as part of a re-organisation agreed by the Bank;
 - any security is enforced or a receiver or similar official is appointed in respect of any of the assets of the Customer;
 - there is an application or petition for an administration order, or notice is given to any person of intention to appoint an administrator, or an administrator or similar official is appointed, in relation to the Customer; and
 - any other circumstances occur which cause the Bank to believe that the Customer's obligations to the Bank will not be met.
 Prior notice will be given to the Customer unless it is unable to do so or it would be illegal or would compromise security of the Account, in which case it will inform the Customer afterwards.
 - 2.9.2 refuse to authorise a card transaction for any of the following reasons:
 - a. any of the reasons set out in 2.9.1
 - b. in the event of systems or software failures or errors
 - c. the Bank considers the transaction to be potentially suspicious or illegal, for example, if the Bank suspects fraud or the identity of the person using the card
 - d. errors, failures or refusals by merchants, payment processors or payment schemes processing card transactions
 - e. if the Customer has requested some form of restriction to be placed on a card or on transactions.
 If the Bank refuses a transaction, it will notify the Customer at the point of the transaction orally or in writing depending on the nature of the transaction being made. The Customer may find out the reasons for the

refusal and correct any information the Bank holds which may have led to the refusal by telephoning **0845 301 6264**. The Bank does not guarantee that Cardholders will always be able to use convenience cheques.

- 2.10 The Bank may disclose information to a third party where it is necessary to carry out card transactions or to comply with its obligations as a card scheme member.
- 2.11 The Bank may allow a Balance Transfer, from another card to a card Account. If so, the Bank will state the interest rate, any charges, the applicable period and any additional terms which apply. There is a minimum amount of £100 for all Balance Transfers.

3. Lost and stolen cards and cheques and unauthorised or incorrectly executed payments

- 3.1 The Customer must notify the Bank without undue delay on **0870 6000 459** (24 hours – calls may be recorded), minicom users dial 01423 532152, if the Customer knows or suspects that a:
- 3.1.1 card or cheque is lost or stolen.
 - 3.1.2 PIN or password is known to an unauthorised person.
 - 3.1.3 reported card or cheque has been found. A card or cheque which is later found, must be destroyed.
- 3.2 Provided the Customer has properly notified the Bank, unless the Customer or a Cardholder acts fraudulently or with gross negligence, the Customer's maximum liability will be £25 for losses arising from fraudulent use of the card before notification that it has been lost or stolen. The Customer is not liable for a fraudulent transaction where the card is used on the Internet, by telephone or mail order.
- 3.3 The Customer will (and will ensure that Cardholders) assist the Bank to recover cards or cheques and investigate any loss, theft or the disclosure of a PIN or password.
- 3.4 The Bank may disclose information to third parties in relation to lost or stolen cards or cheques.
- 3.5 If a transaction was not authorised or was incorrectly executed the Customer must notify the Bank without undue delay on 01268 508020.
- 3.6 Where a transaction was not authorised by the Customer, the Customer is entitled to an immediate refund of the amount and interest or charges that would not have been payable but for the transaction.
- 3.7 Where a transaction is incorrectly executed, the Bank is liable:
- 3.7.1 for Balance Transfers or other transactions initiated by the Bank unless the person to whom funds were sent is proved to have made the error;
 - 3.7.2 for Purchases and Cash Advances, if it can be proved that the Bank received the payment order.

4. Transactions and Statements

- 4.1 Card transactions will be debited to the relevant Account and will be shown on a monthly Statement together with any interest and charges.
- 4.2 The Statement will show:
- 4.2.1 information relating to each card transaction which will enable it to be identified;
 - 4.2.2 the amount of the card transaction shown in the currency in which the transaction was paid or debited to the account;
 - 4.2.3 the amount of charges for the transaction and the interest payable;
 - 4.2.4 any exchange rate used by the Bank to effect any currency conversion and the amount payable after the currency conversion has been made;
 - 4.2.5 the date the transaction is authorised or posted on to the Account.
- 4.3 The Bank reserves the right not to issue a Statement if there is a nil balance and there have been no entries since the last Statement.
- 4.4 The Statement will constitute a demand for payment. Payment for the full amount outstanding on the Business Account shall be made by the Customer no later than 14 days after the date of the Statement (the due date). The Customer is required to pay, without further demand being made, any arrears from the previous Statements. The Bank may include the amount of any arrears in Statements and arrears may be added to the amount required that month to show the total amount the Customer must pay to the Bank. Any payment that Bank receives (or part of it) will be treated as paying off:
- any arrears made up of the Minimum Payment not including any sums due in order to repay over limit amounts;
 - any Minimum Payment not including any sums due in order to repay over limit amounts;
 - any sums due in respect of over limit amounts not included in the last Minimum payment due; and
 - any sums due in respect of arrears made up of over limit amounts.
- Payment shall be made by the Customer presenting to its bank a request for payment by Direct Debit and immediately and irrevocably authorising its bank to pay all such requests upon presentation at all times during the continuance of this Agreement. The Customer's Direct Debit must be made from its Business Current Account unless the Bank waives this requirement.
- 4.5 Payment will only be treated as having been made when cleared funds have reached the Business Account and will be applied to transactions or items applied to the Business Account in the following order:
- in payment of any interest;
 - in payment of fees and charges shown on any Statement;
 - in payment of any Special Offers, Balance Transfers and Purchases shown on any Statement;
 - towards repayment of all cheques and Cash Advances (except Special Offers) shown on any Statement;
 - towards repayment of Special Offers not yet shown on any Statement;
 - towards repayment of all Balance Transfers and Purchases (except Special Offers) not yet shown on any Statement; and

- towards repayment of all cheques and Cash Advances (except Special Offers) not yet shown on any Statement.

- 4.6 Statements will be provided either by post, by electronic means or by making the information available on a Customer's secure webpages. A charge will be made for supplying additional or duplicate copies of statements. The amount of the applicable charge may vary from time to time and the current amount of the charge is stated on our website at www.rbs.co.uk/businesscard

5. Set-off and tax

- 5.1 The Bank may set off any amount due to the Bank under the Agreement against any amount owing by the Bank to the Customer. The Bank may exercise this right, without prior notice both before and after demand, and to do so, may convert to one currency, any amount which is in a different currency.
- 5.2 Any tax, duty or other charge imposed on the Business Account and paid by the Bank, will be debited to the Business Account.

6. Fees and interest

- 6.1 The Customer will pay the Bank's fees and interest as set out in the Terms or as advised to the Customer.
- 6.2 No interest will be charged on any amount debited to the Business Account in respect of Purchases if the full amount outstanding is paid in full and credited to the Business Account within 14 days of the date of the Statement, and the Customer paid the previous month's balance in full and on time. If the full amount outstanding is not repaid within 14 days of the date of the Statement, interest on Purchases will be charged on the balance outstanding from the date the transaction was debited to the Business Account until repaid in full. Interest on all Cash Advances and cheques will be charged from the date the relevant Cash Advance or cheque was debited to the Business Account until full repayment is made. Interest will be charged at the rate set out in section D of the agreement (or such other rate as is notified to the Business from time to time) calculated on the average daily balance outstanding for the payment period on the Business Account until full repayment is made to the Business Account.
- 6.3 If the Minimum Payment is not received within 14 days of the date of the Statement an administration fee as stated in section G of the agreement will be charged in addition to the interest stated in 6.2 above.
- 6.4 Interest is charged on interest, Cash Handling fees and other fees and charges debited to the Business Account from the date the interest, fee or charge is put on to the Business Account.
- 6.5 We will not charge interest on over limit fees, late payment charges or other fees which the Bank may apply to the Business Account because the Customer is in breach of this agreement.
- 6.6 Card transactions will be carried out in sterling. Foreign card transactions will be converted into sterling using either:
- the Bank's exchange rate; or
 - the exchange rate used by the payment scheme as applicable applying at the date of the debit.
- 6.7 The Bank may charge the Customer a reduced promotional rate on all or some transactions instead of the standard rate (Special Offer). The Bank will notify the Customer of this. If the Customer breaches the Agreement, the Bank may withdraw the Special Offer and the benefits the Customer would otherwise have received for the remaining period for which the Special Offer would have applied. The then applicable standard interest rates will then apply to the transactions carried out under the terms of the Special Offer.
- 6.8 If the Customer accepts a Special Offer, the rate notified to the Customer by the Bank as being the rate applicable to the Special Offer will apply for the period specified in the terms of the Special Offer. After that the interest rate applicable to transactions carried out under the terms of the Special Offer will revert to the then applicable standard interest rate.
- 6.9 The Bank may agree a payment holiday allowing the Customer to miss one or more monthly payments. If this happens, interest will still be charged on the balance on the Business Account but no Administration Fee will be charged.

7. Termination

- 7.1 The Agreement will continue indefinitely unless terminated. The Bank may terminate the Agreement for any reason by giving the Customer at least 2 months' notice. The Customer may terminate the Agreement by giving the Bank at least 1 month's notice.
- 7.2 If the Customer is in material breach of the Agreement, the Bank shall be entitled to terminate the Agreement with immediate effect on giving written notice to the Customer.

8. Consequences of termination

- 8.1 On termination of the Agreement:
- 8.1.1 any balance, interest and outstanding fees on each Account will be immediately payable. Where Annual Card Fees have been applied to the Account or Business Account within the year prior to the date of termination, those fees will be pro-rated to the date of termination and the Business Account will be credited with the proportion of the amount that corresponds to the period after the date of termination. In the event that any sums are not paid in full, interest and fees will continue to accrue at the contractual rate or amounts notified to the Customer under the terms of this Agreement which terms will continue in effect notwithstanding the termination;
 - 8.1.2 all cards and cheques will be cancelled;
 - 8.1.3 the Customer remains liable for all transactions authorised prior to the date of termination or the result of continued use of the card. The Customer must also pay any interest and fees which are applied to the Business Account after the date of termination.

- 8.2 Termination of the Agreement will not affect:
- 8.2.1 the rights of either party accrued to the date of termination;
 - 8.2.2 any terms that apply to any outstanding balance, including interest or fees payable under the terms of this Agreement.

9. Exclusions

- 9.1 The Bank is not liable for loss arising from:
- 9.1.1 any cause which results from abnormal and unforeseeable circumstances beyond the Bank's control the consequences of which would have been unavoidable despite all efforts to the contrary; or
 - 9.1.2 the Bank's compliance with legal or regulatory requirements; or
 - 9.1.3 loss or corruption of data unless caused by the Bank's negligence or wilful default.
- 9.2 The Bank is not liable for:
- 9.2.1 business interruption, loss of revenue, goodwill, opportunity or anticipated savings; or
 - 9.2.2 any indirect or consequential loss.
- 9.3 Except as set out in the Agreement, the parties have not relied on and do not have any rights against each other in relation to any oral or written representation, warranty or collateral contract made before the date of the Agreement in relation to the Business Card.
- 9.4 Nothing in the Agreement excludes liability for fraudulent misrepresentation, death or personal injury.

10. Financial information

The Customer will promptly provide any information regarding the Customer's financial condition and business as the Bank reasonably requests, including audited financial statements.

11. Transfers

- 11.1 The Bank may allow any person to take over any of its rights and duties under the Agreement. The Customer authorises the Bank to give that person or its agent any financial or other information about the Customer. References to the Bank in the Agreement include its successors.
- 11.2 The Customer may not transfer the benefit of the Agreement.

12. Non-waiver

If the Bank waives any of its rights under the Agreement, it does not mean the Bank will waive that right in future.

13. Severability

If any of the Terms is held to be unlawful or unenforceable, it will be severed from the remaining Terms which will continue in full effect.

14. Changes

- 14.1 The Bank may unilaterally change any of these terms by notifying the Customer at least 2 months before the change is due to take effect. The change will automatically take effect and the Customer will be deemed to have accepted the notified change unless the Customer notifies the Bank that it does not agree to the change. In that event, the Bank will treat that notice as notification that the Customer wishes to immediately terminate the Agreement.
- 14.2 The Bank may apply changes to the Bank's exchange rate or the payment scheme's rate (as applicable) immediately. The Bank may also make changes which are more favourable to Customers immediately and without any notification.

15. Notices

- 15.1 All notices and other communications must be in writing in English.
- 15.2 The Bank may deliver a notice or communication to the Customer at the contact details last known to the Bank, the Customer's registered office or electronically where the parties agree.
- 15.3 A notice or communication by the Bank will be effective at the time of personal delivery or when an electronic message is sent; on the second Business Day after posting; or, if by fax, at the time of sending, if sent before 6.00pm on a Business Day, or otherwise on the next Business Day.
- 15.4 Unless the Bank agrees otherwise, a notice from the Customer to the Bank must be in writing addressed to The Royal Bank of Scotland plc, Commercial Cards Division, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ and will be effective on receipt.

16. Law and jurisdiction

- 16.1 This Agreement is concluded in English and English law applies to the Agreement and the English Courts have exclusive jurisdiction.
- 16.2 For the benefit of the Bank, the Customer irrevocably submits to the jurisdiction of the relevant courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with the Agreement in those courts will be conclusive and binding on the Customer and may be enforced against the Customer in the courts of any other jurisdiction.

ⓘ Your information

17. Who we are

- 17.1 Your account is with The Royal Bank of Scotland. We are authorised and regulated by the Financial Services Authority as a bank and insurance mediator. Authorised number 121882. We are also licensed by the Office of Fair Trading for consumer credit activities. Licence number 176720.
- 17.2 We are a member of The Royal Bank of Scotland Group (the Group). For information about our group of companies please visit www.rbs.com and click on 'About Us', or for similar enquiries please telephone 0131 556 8555 or Textphone 0845 900 5960.

18. Your electronic information

- 18.1 If you contact us electronically, we may collect your electronic identifier (e.g. Internet Protocol (IP) address or telephone number) supplied by your service provider.

19. How we use your information and who we share it with

- 19.1 Your information comprises all the details we hold about you and your transactions, and includes information obtained from third parties.
- 19.2 We may use and share your information with other members of the Group to help us and them:
- assess financial and insurance risks;
 - recover debt;
 - prevent and detect crime;
 - understand our customers' requirements;
 - develop and test products and services.
- 19.3 The Customer agrees that the Bank may at any time disclose to any other member of the payment scheme any data or details relating to the Business Card account, pursuant to the Bank's obligations under this agreement to operate the Account on behalf of the Customer.
- 19.4 We do not disclose your information to anyone outside the Group except:
- where we have your permission; or
 - where we are required or permitted to do so by law; or
 - to credit reference and fraud prevention agencies and other companies that provide a service to us or you; or
 - where we may transfer rights and obligations under this agreement.
- 19.5 We may transfer your information to other countries on the basis that anyone to whom we pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.
- 19.6 From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object to the change within 60 days, you consent to that change.
- 19.7 If you would like a copy of the information we hold about you, please write to: The Royal Bank of Scotland plc, Commercial Cards Division, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ. A fee may be payable.

20. ⓘ Credit reference agencies

- 20.1 We may make periodic searches at credit reference agencies and will provide information to the Group to manage and take decisions about your accounts. This may include information about how you manage your account including your account balance, credit limit and any arrears. We will also provide this information to credit reference agencies who may make this information available to other organisations so that they can take decisions about you, your associates and members of your household. The information may also be used for tracing purposes.

21. ⓘ Fraud prevention agencies

- 21.1 If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:
- checking applications for, and managing credit or other facilities and recovering debt;
 - checking insurance proposals and claims;
 - checking details of job applicants and employees.
- We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.
- 21.2 We can provide the names and addresses of the credit reference and fraud prevention agencies we use if you would like a copy of your information held by them. Please contact The Royal Bank of Scotland plc, Commercial Cards Division, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ. The agencies may charge a fee.

22. ⓘ Regulatory information

- 22.1 We are a member of the Financial Services Compensation Scheme. The Scheme can pay compensation to customers if a regulated firm is unable to pay claims against it, usually if the firm stops trading or is insolvent. For further information on the conditions governing compensation and details on how to apply, please refer to the FSCS at www.fscs.org.uk
- 22.2 If you are not satisfied with any of our products or services, we have a complaint handling procedure which you can use to resolve such matters. You may request a leaflet giving details of the procedure from any branch or from your Business Manager.
- 22.3 We are a member of The Financial Ombudsman Service. If you are still not satisfied after following our complaint handling procedures, you may be able to ask the Ombudsman to review the complaint.
- 22.4 You can find out more about The Financial Ombudsman Service in a leaflet available from any branch or your Business Manager. Alternatively, you can write to Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR or telephone 0845 080 1800.

SUMMARY BOX

The information contained in this table summarises key product features and is not intended to replace any terms and conditions

Purchase APR	Typical 23.2% APR (Variable)		
Interest rates		Monthly Rate	Annual Rate
	Purchases	1.408%	16.9%
	Balance Transfers	1.408%	16.9%
	Cash Advances	2.075%	24.9%
	Cheques	2.075%	24.9%
Interest free period	<ul style="list-style-type: none"> • Maximum 45 days for purchases if you pay your balance in full and on time, and have paid the previous month's balance in full and on time. • No interest-free period on balance transfers, Cash Advances or cheques. 		
Interest charging information	You will not pay interest on new purchases if you pay your balance in full and on time, and have paid the previous month's balance in full and on time. Otherwise, the period over which interest is charged will be as follows:		
		From	Until
	Purchases	date debited to your account	paid in full
	Balance Transfers	date debited to your account	paid in full
	Cash Advances	date debited to your account	paid in full
	Cheques	date debited to your account	paid in full
Allocation of payments	<p>If you do not pay off your balance in full, payments we receive will be applied in the following order of lowest interest bearing transactions first:</p> <ul style="list-style-type: none"> • Interest, fees and charges, • Special Offers, Balance Transfers and Purchases, • Cheques and Cash Advances <p>For further details, please refer to your Business Card General Terms.</p>		
Minimum repayment	5% or £5, whichever is greater. If you only make the minimum payment it will take longer and cost more to clear your balance.		
Credit Limit	Minimum credit limit	£500	
	Maximum credit limit	Subject to status	
Fees	Annual Card Fee (for each card issued) normally £32 For further details, please refer to your Business Card General Terms		
Charges	Cash Advance Handling Fee	3.0%, minimum £3.00	
	Cheque Handling Fee	2.5%, minimum £2.00	
	Foreign currency transactions (including purchase of foreign currency and travellers' cheques)	2.95% exchange fee on non-sterling transactions	
	Request to stop a cheque payment	£25.00	
	For further details, please refer to your Business Card General Terms		
Default charges	Over limit fee	£12.00	
	Late payment fee	£12.00	
	Returned payment fee	£12.00	

The Royal Bank of Scotland Business Card

Your Insurance Policies

We only offer insurance products from a limited number of insurers – you can contact us to ask for a list of these insurers. You will not receive advice or recommendations from us in respect of any of the insurance's detailed in the enclosed Business Card Your Insurance Policies Terms. You will need to make your own choice on how to proceed. You are entitled, at any time, to request information regarding any commission which the Bank may have received in respect of these insurance products that are relevant to your account by calling 0845 301 6264 (Minicom 1800 201733).

Commercial Card Protection

Statement of Demands and Needs

If you do not have insurance cover, which (i) provides emergency cash; and/or (ii) covers costs incurred through the misuse of your card when they are lost or stolen; and/or (iii) enables you to cancel all missing cards in one phone call, this Commercial Card Protection Policy or Card Protection Plus Policy will meet your needs. You will not receive advice on whether this is suitable for your needs; you should make your own choice whether this is suitable.

Statement of Price

RBS Commercial Card Protection Insurance is provided with your cards for £50 (for up to 15 cards) or £15 per year per card (for Limited Liability Partnerships, Limited Companies and Partnerships). RBS Card Protection Plus Insurance is provided with your card for £29 per year per card (for Sole Traders).

keyfacts

Your Policy Summary

Commercial Card Protection and Card Protection Plus

This is a summary of cover only. Full terms and conditions are included in a policy pack sent on acceptance of your application. Terms are also provided at each policy renewal.

The Insurer

Commercial Card Protection and Card Protection Plus are provided by Card Protection Plan Limited ("CPP"), which arranges cover with the insurer, ACE European Group Limited.

About Commercial Card Protection and Card Protection Plus

These policies provide insurance cover against unauthorised use of your credit and bank cards if these are lost or stolen, plus a loss reporting service so that missing cards are promptly cancelled. You can also receive an emergency cash advance if all your cash is lost at the same time as your cards and you are stranded without any other access to money.

Policies are for one year. To be eligible for cover, you must be over 18 and live either in the United Kingdom, Jersey or Guernsey.

Principal features

- Worldwide cover against fraudulent card use in the period before and after you report your missing cards up to certain limits.
- Emergency cash, hotel bill advance and replacement travel ticket advance available up to certain limits.
- Replacement cash insurance for cash stolen at the same time as your cards, up to certain limits.
- (Card Protection Plus only) Up to £500 cover for replacing locks and keys if your keys are lost, stolen, locked in or stuck in a lock. Includes car hire/travel expenses, costs of vehicle immobilisers or alarms being reset and costs of replacing vehicle infrared handsets.
- (Card Protection Plus only) Covers you and up to four other people living at your address.

Conditions and Exclusions

These are the most important conditions and exclusions only. Full details of all conditions and exclusions are listed in the policy document. You should refer to this if you want to decide if there are other conditions and exclusions that may be important to you.

- Card loss must be reported to CPP within 24 hours of discovery (policy section A1)
- Unauthorised card use cover is not available if you use your card in a way that your card issuer does not allow or if someone else at your home uses your card without permission (policy section A2)
- We will not pay more than the first £50 of any claim if your card has been retained by an automated telling machine (ATM) (section B1)
- You must be away from home when your cards are lost or stolen to be eligible for replacement travel ticket and emergency cash advances (sections B9 and B8). Hotel bill payment only available if you are abroad when cards go missing (section B4).
- To be eligible for cash advances and payments, you must apply for these within 48 hours of notifying us of your card loss. Loans subject to status and repayable within 28 days (sections B4, B8, B9).
- (Card Protection Plus only) Car hire or travel expenses cover available for three days' expenses only, which must be agreed in advance by CPP when you report the loss and before these costs are incurred (section B2).
- (Card Protection Plus only) Maximum one claim per year for costs of reprogramming or resetting vehicle immobilisers and alarms (section B2).

Cancellation

You have a statutory 14 day right to cancel with a full premium refund. This also applies when your policy is renewed. To cancel, please call 0844 848 1546. If you cancel outside this 14 day period, no refund of your premium will be made.

Complaints and Claims

If you are unhappy with your policy or if you need to make a claim, please telephone 0844 848 1546. If you remain unhappy following a complaint, you may be able to refer to the Financial Ombudsman Service (0845 080 1800). If you

need to make a claim, we will tell you what to do and what documents you must send us.

Consumer Protection

CPP and ACE are members of the Financial Services Compensation Scheme so you may be entitled to compensation if we cannot meet our obligations. Insurance advising and arranging is covered for 90% of the claim, without upper limit.

Employee Misuse Insurance

Statement of Demands and Needs

We have not provided you with a personal recommendation as to whether this policy is suitable for your specific needs. This product meets the demands and needs of those who wish to receive Employee Misuse coverage as described in the Policy.

Statement of Price

Royal Bank of Scotland Employee Misuse Insurance is provided with your card for no extra cost.

keyfacts

Your Policy Summary

This document provides a summary only of the benefits and limitations of The Royal Bank of Scotland Employee Misuse Insurance provided to companies that have established a Commercial Card account with The Royal Bank of Scotland plc. It has been prepared in accordance with format requirements prescribed by the FSA. The full terms and conditions of cover are set out in the Policy document in this booklet, and may be viewed on request. You are encouraged to read the Policy document(s) prior to policy commencement in order to understand fully all conditions and exclusions which relate to this cover.

In the event of a cardholding employee of your company misusing their Royal Bank of Scotland Business Card, the insurance automatically protects The Royal Bank of Scotland and you by way of liability waiver, against losses up to £1,000,000 per company and £15,000 per cardholder during the period of insurance. There is a smaller limit of £600 for misuse involving cash. The period of waiver is 75 days prior to the discovery date of the loss by your company and 14 days after this date. The cover is provided by certain underwriters at Lloyd's of London, and covers The Royal Bank of Scotland Group and you by liability waiver. The policy contains a cancellation clause which can result in the termination of the cover to The Royal Bank of Scotland plc in 90 days. Should a cancellation notice be issued to The Royal Bank of Scotland plc, they are obliged to notify you immediately. The underwriters will not be liable for loss of interest or consequential loss of any kind, and cash advances which exceed £200 per day or a maximum of £600 in all prior to Termination Date. If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact Royal Bank of Scotland Commercial Cards, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ. Telephone: 0870 909 3701 Textphone 0870 154 1192. If you are unable to resolve the situation and wish to make a complaint you can do so at any time by referring the matter to the Complaints Department (Lloyd's). Their address is Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA. Telephone: 020 7327 5693. Fax: 020 7327 5225. email: complaints@lloyds.com.

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process. You may be entitled to compensation from the Financial Services Compensation Scheme should the underwriters be unable to meet their liabilities under this policy.

Travel Accident Insurance – at no extra cost

Statement of Demands and Needs

We have not provided you with a personal recommendation as to whether this policy is suitable for your specific needs. This product meets the demands and needs of those who wish to receive Travel Accident Insurance coverage as described in the Policy.

Statement of Price

RBS Travel Accident Insurance is provided with your Business Card for no extra cost.

keyfacts

Your Policy Summary

This summary does not contain the full Terms and Conditions of cover. These are set out in the Policy Document. Travel Accident Insurance is underwritten by ACE European Group Limited Registered in England Number 1112892, Head Office: 100 Leadenhall Street, London EC3A 3BP, which is authorised and regulated by the Financial Services Authority, registration number FRN202803. Full details can be found on the FSA's Register by visiting <http://www.fsa.gov.uk/pages/register> or by contacting the FSA on 0845 606 1234.

Significant Features and Benefits

Up to a maximum of £50,000 for Business Card Cardholders for any one person for accidental death (limited to £3,000 for children) or permanent disabling injury (as defined in the Policy Document) covering you, your Partner and your dependent children under 23 whilst on licensed public transport or in a hired car.

Duration of Cover

Cover begins as soon as, the employing Company's application for the Business Card has been accepted by Royal Bank of Scotland. Cover continues automatically as long as (i) the employing Company maintains the RBS Business Card Account; (ii) the Business Card Cardholder remains an employee of the Company; and (iii) the insurance continues to be placed with ACE.

As this insurance may continue for more than a year the Cardholder should review it periodically to ensure that cover remains adequate.

Significant or unusual exclusions or limits (see page 27 for full list of exclusions)

- a. whilst under the influence of intoxicating liquor or drugs.
- b. sickness or disease not directly resulting from Bodily Injury.
- c. Repetitive Stress (Strain) Injury or Syndrome or any gradually operating cause.
- d. Post Traumatic Stress Disorder or any psychological or psychiatric condition.
- e. any pre-existing physical defect or infirmity.
- f. intentional self-injury or suicide.
- g. engaging in any form of Aerial Pursuits or aviation as a pilot or crew member.
- h. active service in the armed forces.
- i. War.

Cancellation:

You may cancel this insurance at any time by contacting our Customer Service Team on 0800 783 9071.

How to Claim

If a claim needs to be made, Claims Service Team, ACE Service Centre need to be notified within 60 days of the Accident, or as soon as possible after that. We will then ask for a claim form to be filled in to register the claim.

Our contact details are:

Claims Department, Postal address: Broomielaw, Glasgow G1 4RU

Telephone: 0845 841 0056

International: + 44 (0) 141 285 2999

Facsimile: 01293 597376

E-mail ah.claims@ace-ina.com

Complaints Procedures

ACE is dedicated to providing a high quality service and wants to maintain this at all times. If it is felt that a first class service has not been offered or a complaint must be made regarding this insurance ACE should be contacted at the following address. Any complaint should, in the first instance, be addressed to:

ACE Customer Service Manager; Postal address: 200 Broomielaw, Glasgow G1 4RU; Telephone: 0845 841 2999; Facsimile: 01293 597 376; e-mail: A&Hcustserv.complaints@ace-ina.com

The Financial Ombudsman Service may be approached for assistance if the Insured Person is dissatisfied with ACE's final response. Its contact details are:

The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, Telephone: 0845 0801 800, Fax: 020 7964 1001, e-mail: enquiries@financial-ombudsman.org.uk Web Site: www.financial-ombudsman.org.uk

The existence of these Complaints Procedures does not affect any right of legal action an Insured Person may have against ACE.

Financial Services Compensation Scheme

In the unlikely event that ACE is unable to meet its liabilities, the Insured Person may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Their contact details are: **Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, 1 Portsoken Street, London E1 8BN. Telephone: 020 7892 7300. Fax: 020 7892 7301. Website: www.fscs.org.uk**

The Direct Debit Guarantee

The Direct Debit Guarantee advises that the Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme.



- The efficiency and security of the Scheme is monitored and protected by Your own Bank or Building Society.
- If the amounts to be paid or the payment dates change The Royal Bank of Scotland plc will notify You three working days in advance of being debited or otherwise agreed.
- If an error is made by The Royal Bank of Scotland plc or Your Bank or Building Society You are guaranteed a full and immediate refund from Your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to Your Bank or Building Society. Please also send a copy of Your letter to us.