

# Business Customers Terms and Conditions

Business Current Account  
and Business Credit Card

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# Business Current Account Terms and Conditions

## 1.0 Definitions

“Account” means the Bank business current account(s) opened by the Customer with the Bank for business/non personal banking needs.

“Account Information Service Provider” or “AISP” means a Third Party Provider that provides a service to allow you to see information in one place about payment accounts you hold with payment services providers, for example, your Account with us if it is an Online Payment Accounts.

“Account Number” means the eight digit number that identifies the Account.

“Administrator” means each person appointed by the Customer as an Administrator of BOL in accordance with the relevant terms and conditions of BOL.

“Authorised User” means each person appointed by the Customer as an Authorised User of BOL in accordance with the relevant terms and conditions of BOL or BOL PP.

“Bank” means The Governor and Company of the Bank of Ireland, having its Head Office at 40 Mespil Road, Dublin 4, and its successors, assigns and transferees;

“Bank Debt” is defined as monetary obligation to any financial institution whatsoever.

“Banking Day” means any day on which we are open for business in the Republic of Ireland other than a Saturday, Sunday or bank holiday; and “non-banking day” means any other day.

“BIC” means the eight character Bank Identifier Code.

“BOL Customer HandBook” means the Bank of Ireland Business On Line manual (available on [www.bankofireland.com](http://www.bankofireland.com) including any amendments or additions made from time to time) which is issued to the Customer by the Bank and which describes the operation of the Services, together with guidelines in respect of the use of BOL by the Customer.

“Business On Line” or “BOL” means our internet banking service available to business customers.

“Card Based Payment Instrument Issuer” or “CBPII” means a Third Party Provider that request us to confirm if money is available in your Online Payment Accounts to fund a payment you want to make using a card.

“Cut-Off Times” means the relevant point in time during any Banking Day after which any payment or payment order received will be deemed to have been received on the next Banking Day

“Customer” means a company, person or persons, and shall include individuals, partnerships, trustees, incorporated and unincorporated bodies who has or have opened an Account with the Bank subject to these terms and conditions and includes any Administrator or Authorised User that has been appointed by the Customer, and any third party authorised to act on the Customer’s behalf, such as a TPP

“Debits” has the meaning given in clause 3.

“Direct Debit” means a facility for making payments from the Account which are initiated by a direct debit originator on the basis of the Customer’s consent (whether given by the Customer to the Bank or to the originator or to the originator’s bank).

“Digital Banking” (a) means our present and future online banking services which can be accessed through 365 Online, BOL and Bank of Ireland Mobile Banking; and (b) includes a reference to 365 Online and/or BOL and/or Bank of Ireland Mobile Banking where that makes sense.

“IBAN” means the 22 character International Bank Account Number, which incorporates the Account Number and codes to identify the Country, Bank and branch of the Customer.

“Microenterprise” means an enterprise which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 2 million as defined in Article 1 and Article 2 (1) and (3) of the Annex to Recommendation 2003/361/EC as may be amended from time to time.

“negative interest”, “negative rate” and “negative rate of interest” and any expression to similar effect each means a rate of interest that is less than 0% per annum; the Customer pays negative interest to the Bank.

“Online Payment Account” means a Payment Account which someone can access or use through Digital Banking.

“Payment Account” means an account that is of a type that we list as a payment account on [bankofireland.com](http://bankofireland.com)

“Payment instrument” means a card, number, code, electronic profile or other thing personal to you that we give you to allow you make an Account transaction.

“Payment Initiation Service Provider” or “PISP” means a Third Party Provider that provides a service in which the PISP gives instructions to us on your behalf to carry out an Account transaction on your Online Payment Account where payments can be made using Digital Banking.

“Security Credentials” means the personalised security feature we require you to use now or in the future to (a) access your Account through our online, phone and mobile banking channels; and (b) to authorise an Account transaction. Sometimes we will give you Security Credentials; in other cases we will ask you to choose them. These are examples of Security Credentials: a personal identification number (PIN), password, one

time passcode, security number or code (for example, those generated by a physical or digital security key), a response to a push notification, your registered device, your fingerprint or other distinctive personal characteristics, or any combination of these features or other ones we require now or in the future.

“SEPA” means the Single Euro Payments Area as defined by the European Payments Council as being the area where citizens, companies and other economic actors will be able to make and receive payments in euro, within Europe whether between or within national boundaries under the same basic conditions, rights and obligations, regardless of their location.

“SEPA Direct Debit” means a Direct Debit which is subject to the SEPA Direct Debit Rules, under which payments in euro are made from the Account to another account within SEPA.

“Services” means those electronic banking services, set out in the BOL Customer Handbook, being provided by the Bank through the internet and authorised networks which the Bank has agreed to provide to the Customer from time to time and a reference to “Services” shall include a reference to any of them.

“Sort Code” means the 6 digit number that identifies a particular bank and bank branch within the Republic of Ireland.

“Third Party Provider” or “TPP” means any payment service provider that provides a payment service to you or any someone else that concerns the Account, for example, an AISP, a PISP or a CBPII.

“You” and “your(s)” (a) means the person or persons in whose name(s) the Account is opened; and (b) includes you acting on your own and through anyone else you authorise to act on your behalf, for example, a TPP. If you have a Joint Account, references, in these Terms and Conditions to ‘You’ and ‘Your’ include both the Joint Account Holders, together and separately. Any reference to “Item(s)” in these Terms and Conditions means, but is not limited to, cash withdrawals, direct debits, standing order debits, cheques and payments to third parties, as appropriate.

## 2.0 Interpretation

2.1 These Terms and Conditions constitute the salient terms applicable to the provision of the Account by the Bank. They do not comprise an exhaustive list. Any reference herein to Terms and Conditions includes all of the terms, conditions and provisions contained herein.

2.2 In addition to these terms and conditions, the operation of your Account is also subject to general banking law, regulation and practice including but not limited to (i) banking and payments regulation, (ii) anti-money laundering and terrorist financing regulation, (iii) data protection regulation. These are in addition to the Terms and Conditions (for example, on matters not covered by them) and we may suspend the operation of your account generally and/or refuse to process or execute individual transactions when required to do so by law. Where permitted, we will advise you that we have blocked your account, or stopped any transaction

## 3.0 Maintenance of Account

3.1 Subject to these Terms and Conditions, the Bank agrees to provide an Account in the name of the Customer. The Customer must operate the Account in credit, unless an overdraft facility is agreed in advance. Where the Bank agrees to provide such overdraft facility, the applicable terms and conditions shall be those set out in the Bank’s facility letter.

3.2 The Customer shall ensure that there are sufficient cleared funds (or, where applicable, sufficient unused agreed overdraft facility) in the Account to meet payments from the Account (“debits”) as listed below:-

- cheques issued which may be presented for payment
- standing orders and direct debits which are due to be paid
- withdrawal of Cash from an ATM
- Debit card transactions with Cashback
- payments by any electronic means - any other transactions involving payments from the Account, including the application of negative interest, interest and charges.
- account transaction online
- account transaction that initiate through a PISP

Some of the debits listed above may not be paid, without reference to the Customer, if sufficient cleared funds (or, where applicable, sufficient unused agreed overdraft facility) to cover payment is not available on the Account when such debits are due to be paid. Debits presented for payment that are not paid are subject to Unpaid Charges, full details of such Unpaid Charges are available from any branch of the Bank. Payments made by the Customer from the Account including by way of any of the methods listed above may result in the Account being overdrawn or the agreed overdraft limit being exceeded. In respect of any such payment, and any subsequent payment, the Bank may at its sole discretion, and without contacting the Customer for further authority, allow such debits to be paid thereby allowing an overdraft to be created or allowing an existing agreed overdraft to be exceeded. In these circumstances, each such item debited to the Account may be liable to a referral item fee as set out in Clause 17.2. More than one such charge may be applied on the same day depending on the number of such debits. Interest surcharges as outlined in Clause 17.3 will also apply to such new or excess overdraft. Any such decision on the part of the Bank to allow such new or excess overdraft to arise will not give rise to any obligation on the part of the Bank to allow any such overdraft on a subsequent occasion.

- 3.3 The proceeds of any cheque lodged to the Account may not be withdrawn until the cheque has cleared. The Customer, at the discretion of the Bank, may lodge cheques to the Account that are payable to third parties. The Customer will be liable to the Bank for any losses incurred.
- 3.4 The proceeds of any cheque lodged to the Account in any currency other than euro will be converted to euro at the exchange rate determined by the Bank on the date such transaction is credited to the Account. If the cheque is later returned unpaid, it will be converted back to the original currency at the exchange rate determined by the Bank on the date such transaction is debited to the Account. The Bank will not be responsible for any losses incurred.
- 3.5 The Bank may pay a post-dated cheque if it is presented before its due date and no liability will rest with the Bank for so doing.
- 3.6 If the date on a cheque presented on the Account is more than six months old, the Bank may, at its sole discretion and without contacting the Customer for further authority, allow such cheque to be paid.
- 3.7 An instruction given to the Bank by the Customer to countermand the payment of an item is accepted by the Bank subject to verification that the item has not already been cashed or paid.
- 3.8 If an amount is incorrectly debited or credited to the Account, the Bank may make any necessary correcting entry to the Account without the need for approval from the Customer.
- 4.0 Third Party Providers (TPP)**
- 4.1 To use the services of a TPP for your Account, you must be able to access your Account through Digital Banking.
- 4.2 Where we provide your TPP access to your Account, you can choose to allow your TPP to access relevant information; or make relevant payments from your Account; or both. For more information on the types of information and payments a TPP can access and make please see [www.boi.com/PSD2](http://www.boi.com/PSD2).
- 4.3 You are not obliged to use the services of a TPP for the Account but, if you do, it is your responsibility to read the terms and conditions of the TPP. It is also your responsibility to understand exactly what information the TPP will be able to access and how it will be used by them. This should all be covered in your agreement with the TPP. A TPP should be registered with any relevant financial services regulator in order to provide payment services to you.
- 4.4 A TPP may look for access to your Account, for example, to provide payment or account information services to you. However, we will only allow such access where you have permitted us to allow that.
- 4.5 It is the responsibility of the TPP to ensure any information it holds about you or your Account is secure.
- 4.6 *About PISPs.* If we receive an instruction from a PISP to initiate a payment on your Account, we will treat this as an instruction from you.
- 4.7 You can instruct a PISP to initiate a payment on your Account by following their procedures (make sure they give them to you). If you do this, you must authorise us to make the payment by using our online verification processes and your Security Credentials. Once you have authorised us in that way to make the payment initiated by the PISP we will treat the payment as though you asked us to make it yourself.
- 4.8 Once you have authorised us to proceed with a payment initiated by a PISP it can't be amended or stopped unless you ask us to amend or stop it before the relevant Cut-off time.
- 4.9 *About AISPs.* If we receive an instruction from an AISP to access information about your Account, we will treat this as an instruction from you.
- 4.10 You can instruct an AISP to access and hold details of your Account by following their procedures (make sure they give them to you). If you do this, you must authorise us to share the information with the AISP by using our online verification processes and your Security Credentials. Once you have done this, the AISP can make any number of requests for access to your account for up to 90 days and we will obey those requests. Once each 90 day period passes, you need to authorise us again (in the way set out in this clause) if you wish us to continue to share information on your Account with your AISP.
- 4.11 *About CBPIIs.* If we receive an instruction from a CBPII to find out whether money is available in your Account to meet a card payment, we will treat this as an instruction from you.
- 4.12 Where we provide a CBPII access to an Account, you can instruct a CBPII to access your account by following their procedures (make sure they give them to you). If you do this, you must authorise us to share the information with the CBPII by using our online verification processes and your Security Credentials. Once you have done this, you authorise us to answer a CBPII request to find out whether money is available in your Account to meet a card payment. Once you have authorised us to share such information with the CBPII, the CBPII can make any number of requests for that information (and we will answer them) until you contact the CBPII to cancel your permission to allow them make such requests (you may need to follow their procedures to cancel your permission).
- 4.13 *TPPs when you have a joint account.* If the Account is in the name of two or more of you, one of you can instruct a TPP to access your Account details or initiate a payment on your Account by using the TPP's procedures and ours. If we receive a request from a TPP to access your Account details or initiate a payment, we respond to it as if all or both of you had have made the request or asked the TPP to make it on behalf of each of you.
- 4.14 At any time you wish you can (a) cancel any service that a TPP provides you that concerns your Account; or (b) any consent or permission you give a TPP that concerns your Account. You may have to follow the TPP's procedure to make sure they cancel their service or stop acting on your consent or permission.
- If you send your TPP a cancellation when we are processing an instruction from them to carry out an Account transaction or to get access to information about your Account, it may be too late for us to cancel the instruction; and, if so, you permit us to obey it.
- 4.15 If you permit a TPP to access your Account(s) and/or to initiate an Account transaction (for example, a payment from your Account):
- the TPP will have access to your Online Payment Account(s);
  - we are not responsible for anything the TPP does;
- 4.16 We may refuse to process an instruction from a TPP to make an Account transaction or a request from a TPP to provide information where we know, or have reasonable grounds to suspect (a) that you have not authorised a TPP to give the instruction; or (b) that the instruction from the TPP may be fraudulent or given by mistake. If we can identify the TPP, we will contact you as soon as we reasonably can in a way we choose, unless the law prevents us from doing so or we reasonably believe it would compromise our security measures.
- 4.17 We record the instruction you and any TPP give us. If there is a dispute between you and us or you and a TPP concerning the Account, you agree to accept our records as accurate (unless it is clear we made a mistake).
- 4.18 You should contact a TPP directly, if you have any queries or complaints regarding the services they provide you.
- 4.19 You agree to cooperate with us and give us information we ask for if you have a complaint about your Account and we suspect that a TPP may be responsible for it, for example, because we suspect it is the TPP's fault that an instruction was not carried out or was carried out wrongly or too late.
- 5.0 Direct Debits**
- 5.1 Direct Debit payments are subject to the SEPA Direct Debit scheme rules.
- 5.2 An authorised Direct Debit originator ("Direct Debit originator") is a person authorised to take payments from accounts using the SEPA Direct Debit Scheme.
- 5.3 The Direct Debit originator can take a payment from your Account if the Customer has authorised a Direct Debit instruction in the Direct Debit originator's favour and the Direct Debit originator has followed the scheme rules.
- 5.4 Subject to conditions 3.2 and 3.7, and where it appears to the Bank that a valid mandate is in place, the Bank will pay Direct Debits presented on the Account. The Bank has no obligation to the Customer in relation to the goods or services being provided by a Direct Debit originator under the terms of a Direct Debit instruction.
- 5.5 It is the obligation of the Direct Debit originator to inform the Customer in advance of the amount and date of the collection of the Direct Debit. The advance notice can take the form of an invoice or a one-off notice detailing a series of payments over a period of time.
- 5.6 The Customer may cancel a Direct Debit instruction set up on the Account by (a) notifying the Account holding Bank branch in writing or (b) through Digital Banking by following the steps we have set out there. The Bank shall have no liability to the Customer in respect of any payment made by the Bank on foot of a validly held Direct Debit instruction where the notification to cancel was not received at the latest by close of business on the Banking Day prior to the next scheduled date of payment.
- 5.7 The cancellation of a Direct Debit instruction does not in any way alter any agreement in place between the Customer and the Direct Debit originator. The Bank has no obligation to the Customer or the Direct Debit originator in respect of alternative arrangements for the payment of goods or services.
- 5.8 For a period of eight weeks from the date upon which any SEPA Direct Debit payment was debited to the Account, the Customer may request a refund of the payment.
- 5.9 Outside the eight week period referred to above, any unauthorised direct debit payments will be refunded in accordance with the provisions of section 9.
- 5.10 Debtor Services
- For SEPA Direct Debits, we will provide a series of debtor services which will allow you to manage your direct debit payments. Full details of the available debtor services, which may change from time to time, can be found at [www.boi.com/sepadirectdebits](http://www.boi.com/sepadirectdebits)
  - We will process any debtor service instructions by the Banking Day following receipt of the instruction by us, and you should submit any instructions in good time before you want your instruction to take effect. We accept no liability arising from any late receipt of your instruction by us.
- 6.0 Standing Orders**
- 6.1 The Customer may set up a standing order on the Account to pay a fixed amount at fixed regular intervals (e.g. weekly, monthly, annually) to another account held by either the Customer or a third party with the Bank or with another bank.
- 6.2 The Customer must provide a valid IBAN and BIC or Sort Code and Account Number for the beneficiary and has the option to include a reference number that will be quoted on all payments.

- 6.3 The Customer may suspend a particular payment, or amend or cancel a standing order set up on an Account at any time by (a) giving an instruction to the branch where the Account is held or (b) by accessing the Account through Digital Banking by following the steps we set out. The Bank shall have no liability to the Customer in respect of any payment made by the Bank on foot of a valid standing order where the notification to cancel was not received by the Account holding Bank branch at the latest by close of business on the Banking Day prior to the next scheduled date of payment.
- 6.4 The Bank reserves the right to cancel any standing order, without reference to the Customer, if three consecutive payments due under that standing order are not paid due to insufficient funds in the Account.
- 6.5 Cancelling a standing order does not in any way alter any agreement in place between the Customer and the beneficiary. The Bank has no obligation to the Customer or the standing order beneficiary in respect of alternative arrangements for the payment of goods or services.
- 7.0 Account Transactions**
- 7.1 You are responsible for ensuring that any instruction to pay money into and out of your Account is correct and accurate whether (a) you give the instruction yourself; or (b) someone else gives it, for example a TPP, gives it on your behalf. We do not check whether any of the information is correct, for example, we do not check the name of the account given to us with a payment instruction.
- 7.2 You can instruct us to carry out an Account transaction or give your consent (for example, a consent to allow us give you a service) by following the procedures we set out for you now or in future, for example:
- by using your Security Credentials;
  - by using a Payment instrument;
  - in writing (for example, by writing to a branch);
  - verbally (as long as you follow our security procedures); or
  - using 365 Phone.
- 7.3 When you open your Account, give us an instruction or your consent concerning a service, you agree that we can process (use) your personal data to obey your instruction or give you the service.
- 7.4 You agree that when we process any payment to or from your Account, made by yourself or by someone else or by you through a TPP, we will rely on the:
- ▶ Bank Identifier Code (or 'BIC');
  - ▶ International Bank Account Number (or 'IBAN') that includes the account number and codes to identify the country, bank and branch of an account; or
  - ▶ the Sort code (the 6-digit code that identifies a particular bank and bank branch in the Republic of Ireland); and
  - ▶ Account Number (the number that identifies an account - usually 8 digits long), that is given with the payment.
- If these details are not correctly stated by you or by the third party, the payment may not be processed or may be processed incorrectly. We are not liable to you or anyone else if that results in any loss or expense.
- 7.5 If we receive a payment or payment instruction which was initiated by you or by someone else on your behalf (for example, a TPP) that does not have the information that we need to identify the account that will receive the payment, for example, an Account Number and Sort code (or IBAN and BIC), we may refuse to process it. We will tell you and/or the TPP if we refuse to process a payment or payment instruction from your Account for this reason. We will not be liable to you or anyone else if that results in any loss or expense.
- 7.6 If we receive your payment instruction before the relevant cut-off time (whether you gave it or it was initiated through a TPP or someone else on your behalf), we will process the payment from your Account on the banking day ("D") that we receive it (unless you have requested that it should be paid on a date in the future). If the payment is in Euro, or another Member State currency, and the financial institution of the payee is located in the EEA, we will ensure that the financial institution of the payee receives the payment within one banking day of D (D+1). For paper initiated payment transactions, the processing period is extended by a further day (D+2). Any payment in a non-Member State currency, or where the financial institution of the payee is not in the EEA, may take longer to process. If you instruct us to make a payment from your account to an account that is denominated in a different currency we may carry out a currency conversion at the prevailing market rate.
- 7.7 If a payment into your Account is received on a banking day, the relevant cut-off time has not passed, and the payment does not require currency conversion, or only requires conversion from euro to another member state currency, or vice versa, we will credit your Account with the payment on the same banking day that we receive it. All other payments requiring a conversion will be credited to your account as soon as the relevant conversion has been completed. You also agree that we have the right to deduct transaction charges from any payment into your Account before crediting it to your Account.
- 7.8 If we receive a payment or payment instruction which was initiated by you or someone else on your behalf (for example a TPP) after the relevant cut-off time we will not process it until the next banking day. There are different cut-off times for different account transactions. Please contact us at your branch if you have a query on cut-off times.
- 7.9 If we receive a payment instruction which was initiated by you or someone else on your behalf (for example a TPP) on a non-banking day we will treat it as if we had received it on the next banking day
- 7.10 When you (or anyone else) lodge cash to your Account in one of our branches and in the same currency as your Account, we will process it and immediately credit your Account.
- 7.11 Subject to 7.12, The Bank will provide or make available to the Customer a written receipt or record of Account (i.e. transaction receipt or statement) setting out the following details in respect of all account transactions;
- A reference enabling the Customer to identify each transaction;
  - The amount of the transaction;
  - The amount of any charges applied to the transaction;
  - Where applicable, the exchange rate applied to the transaction;
  - The debit or credit value date of the transaction;
- 7.12 You have the option to receive the transaction information set out in 7.11 as individual transaction receipts or in periodic statements which will be provided or made available free of charge at an agreed frequency, and at least monthly. You agree that we will provide statements at an agreed frequency and you will notify us if you want to opt for a different frequency, or receive individual transaction receipts.
- 8.0 Lodgements**
- 8.1 When the Customer makes a lodgement with the Bank using a lodgement machine provided at a Bank branch, such lodgement shall consist only of cheques and/or bank notes. The value of bank notes which may be lodged shall not exceed such aggregate amount as the Bank may notify from time to time by general notice to Customers or otherwise.
- 8.2 Lodgements made using a lodgement machine require a card and PIN. Cheques lodged using a lodgement machine will not be deemed to have been received by the Bank until removed from the lodgement machine and, until then, the cheques remain at the risk of the Customer. Such lodgements will be credited when processed. Bank notes lodged using a lodgement machine will be made immediately available and credited to your Account.
- 8.3 If a lodgement contains any counterfeit bank notes, such bank notes will be retained and the value of such counterfeit bank notes will not be credited to your Account. In the event of a lodgement being credited to your account, which is subsequently determined to have contained counterfeit bank notes or counterfeit or fraudulent cheques the Bank may make an appropriate correcting entry to your account. In the event of a discrepancy arising in respect of any lodgement using a lodgement machine the Customer shall accept as conclusive, in the absence of manifest error, the testimony of the person authorised by the Bank who processed such a lodgement. If a discrepancy does occur, the relevant lodgement may be appropriately corrected by the Bank or by any such authorised person and any correction so made shall be accepted as conclusive.
- 9.0 Disputed or Unauthorised Transactions**
- 9.1 The Customer must advise the Bank without undue delay, and no later than thirteen (13) months after the transaction date, of any unauthorised or incorrectly executed transactions.
- You can notify us free of charge via the Freephone number listed on our website [www.bankofireland.ie](http://www.bankofireland.ie). You will be responsible to demonstrate to our satisfaction that any such transaction was actually unauthorised or incorrectly executed if you are not a Microenterprise or a consumer. In this clause "consumer" means someone who uses the Account for purposes other than a trade, business or profession and is a human being (for example, is not a company).
- 9.2 In the case of a dispute between the Customer and the Bank regarding a transaction, the books and records kept by or on behalf of the Bank (whether on paper, microfilm, by electronic recording or otherwise) shall, in the absence of manifest error, constitute sufficient evidence of any facts or events relied on by the Bank in connection with any matter or dealing relating to the Account.
- 9.3 In the event of an unauthorised transaction out of the Account which was not initiated by you or on your behalf, for example through a TPP, the Bank will, subject to 9.4 & 9.5 below, refund the amount of such unauthorised transaction and will restore the Account to the state it would have been in but for the unauthorised transaction. If it is later determined that no refund should have been paid the Bank will be entitled to recover it without any further reference to the Customer.
- 9.4 Where such unauthorised transactions have resulted from the loss, theft or misappropriation of any Payment Instrument, the Customer will be fully liable for any such unauthorised transactions which occurred before such loss, theft or misappropriation was reported to the issuer of the Payment Instrument. If you are a Microenterprise, your liability in such circumstances will be limited to €50, unless the loss, theft or misappropriation of the relevant Payment Instrument was undetectable to you, in which case you shall have no liability for any unauthorised transactions except where you have acted fraudulently.
- 9.5 Where any such unauthorised transactions arise as a result of any fraud on the part of the Customer or because the Customer has failed intentionally, or through their gross negligence, to fulfil their obligations under these terms and conditions, the Customer shall be liable for the full amount of such unauthorised transactions.

- 9.6 In the event of any incorrectly executed transaction resulting from the acts or omissions of the Bank, the Bank will refund the amount of such incorrectly executed transaction and will restore the Account to the state it would have been in had the incorrectly executed transaction not taken place. The Bank reserves the right, however, to investigate any such transaction to determine that it was incorrectly executed, and not received by the payees' payment service provider, before making any refund.
- 9.7 Where any transaction is effected by the Bank in accordance with any unique identifier (e.g. Sort code, Account Number, BIC or IBAN) as supplied by the Customer or someone else, for example a TPP but where the unique identifier supplied is incorrect the Bank shall have no liability to the Customer in respect of such transaction. The Bank will however make all reasonable efforts to recover the funds involved in such transaction. The Bank may charge the Customer in respect of all reasonable costs incurred in recovering the funds on behalf of the Customer.
- 9.8 We will not be responsible for any losses caused if we can show that (a) a payment was made by us and received by the payees' bank within the time set out in these terms and conditions: or (b) the payment is not possible due to a regulatory or other legal reason.
- 9.9 If we suspect or detect any fraud or unauthorised activity on the Account, we will advise you by phone call, SMS message or email as appropriate unless doing so would break the law. If we deem it necessary we may block your Account and will advise you of the block and how it may be removed.
- 10.0 Account Transaction Fees & Service Charges**
- 10.1 The Bank will charge to the Account the amount of any fees and charges, together with the amounts of any Government duty, if any, payable in respect of the Account. Government duty will be debited to the Account on such date or dates as the Bank may decide. Full details of fees and charges (if any) applicable to the Account are set out in the Bank's brochure 'Schedule of Fees and Charges for Business Customers' (the "Fees and Charges Brochure") available from any branch of the Bank or from the Bank's website: [www.bankofireland.com](http://www.bankofireland.com) and in the Bank's brochure 'Schedule of International Transaction Charges' available from any branch of the Bank. Service Charges cover specific extra services, such as domestic bank drafts and will be debited to the account as they occur. International Transaction Charges cover services such as international payments (inward and outward), sale of non-euro bank drafts, commission on foreign exchange and the unpaid charge for non-euro cheques lodged to the Account that are subsequently returned marked "unpaid" by the account holding bank.
- 10.2 Account transaction fees relate to routine transactions such as withdrawals, lodgements and cheques. Account maintenance fees, transaction fees, cash handling charges and service charges, as listed in the Fees and Charges Brochure, for the provision of the Account, or as set out in these Terms and Conditions may be introduced or altered by the Bank from time to time subject to approval by the relevant regulatory authority and reasonable notice to the Customer.
- 10.3 Account transactions fees are currently calculated quarterly, with each fee quarter ending on the weekend closest to 21st February, 21st May, 21st August and 21st November, and with fees being debited to the Account approximately one month later. (For certain services the quarter calculation dates may start and end a number of weeks earlier than the above see the Schedule of Fees and Charges for Business Customers brochure for more detail.) Fees may be calculated and debited on such other dates as the bank may decide.
- 10.4 If you use a TPP for services that concern your Account, the TPP will charge their own fees and charges for them. Anything you owe a TPP is in addition to any fees or charges you owe us on your Account(s) or for using Digital Banking.
- 11.0 Termination**
- 11.1 The Customer may terminate this Agreement at any time on notice to the Bank.
- 11.2 The Bank may terminate this Agreement at any time on two months notice to the Customer.
- 11.3 The Bank may terminate this Agreement without further notice to you where there is a zero balance on the Account and there has not been a transaction on the Account for a period of 24 months or more.
- 11.4 In addition to the general right to terminate as set out above, and without any liability to the Customer, the Bank may terminate this Agreement and close the Account immediately or, at the discretion of the Bank, may immediately block the use or operation of the Account in circumstances where:
- the Bank is made aware of the death, bankruptcy or other act of insolvency of the Customer
  - the Customer has failed security checks in a manner that the Bank deems unacceptable
  - there is a reasonable suspicion of unauthorised or fraudulent activity on the Account; or
  - there has been a breach of these terms and conditions by the Customer.
- Where the Account is so closed or blocked, the Customer will be notified and, where the Account is blocked, the Customer will be advised as to how the block may be removed.
- 12.0 General**
- 12.1 The Customer must advise the Bank if there is a forgery.
- 12.2 The Bank may at any time, without notice to the Customer, set off and apply the credit balance in any current account toward payment of the debit balance on any other current account.
- 12.3 The Customer will not be entitled to draw on one Account in reliance on the balance in another Account.
- 12.4 Information provided by Customers will be used by the Bank in compliance with (a) data protection law and (b) our data privacy notice (which is available on our website) and any consent which we ask you to agree to. When you open your account or provide us with a payment instruction you give your consent to us processing personal information to provide payment services to you.
- 12.5 The Bank may disclose information about the Customer and the Account to any of the legal entities that comprise the Bank of Ireland Group from time to time.
- 12.6 The Customer shall indemnify the Bank for any loss, damage, cost or expense which the Bank may incur in connection with the collection of cheques and other items to the Account.
- 12.7 Any demand or notice sent by the Bank to the Customer by post to the last address notified by the Customer shall be deemed to have been received twenty four hours after dispatch by ordinary post, or immediately upon hand delivery.
- 12.8 The Customer must advise the account-holding branch of the Bank in writing if the Account ceases to be used for business purposes and is used solely for personal transactions such as the management of household or general living expenses.
- 12.9 The Bank may take whatever action it considers appropriate under any law (Irish or otherwise) (a) against fraud, money laundering or terrorism or (b) concerning financial and other sanctions against people, organisations or states. For example this may include investigating and stopping payments into and out of the Account. This may delay or prevent the Bank from obeying an instruction from the Customer concerning the Account. The Customer acknowledges and agrees that the Bank is not liable for any loss, damage or liability suffered by the Customer or anyone else which arises as a result.
- 13.0 Partnership Accounts**
- Where a Customer comprises more than one person then:
- 13.1 The obligations of the Customers to the Bank under these terms and conditions, in respect of all operations on the Account and in respect of any indebtedness on the Account will be joint and several.
- 13.2 Correspondence and notices in relation to the Account will be sent by the Bank to the address of the first named Customer unless all of the Customers direct otherwise in writing. Such correspondence and notices will be deemed to have been received by all of the Customers.
- 13.3 On the death of a joint Customer, the money for the time being standing to the credit of the Account will be paid to or to the order of the survivors of the sole survivors of the joint Customers, without prejudice to the Bank's right of set-off or any other rights the Bank has acquired by operation of law.
- 14.0 Visa Business Debit Card**
- The Customer upon opening an Account may apply for a Visa Business Debit Card the details and terms of conditions which are outlined in the Bank's Brochure "Visa Debit Card Terms and Conditions."
- 15.0 Law and Jurisdiction**
- 15.1 This Account shall be governed by and construed in accordance with the laws of Ireland.
- 15.2 The Customer hereby irrevocably submits to the jurisdiction of the Courts in Ireland for all purposes relating to the Account.
- 15.3 The Customer irrevocably agrees that nothing herein shall preclude the right to bring proceedings in any other Court of competent jurisdiction as the Bank may elect and that legal proceedings in any one or more jurisdiction shall not prejudice legal proceedings in any other jurisdiction.
- 16.0 Amendment of Terms and Conditions**
- 16.1 Unless otherwise indicated, the Bank reserves the right at all times to introduce new Terms and Conditions, to include new fees and charges, and to vary or amend the existing Terms and Conditions, to include existing fees and charges, by giving notice thereof to the Customer by whatever means allowed by law or regulation the Bank, in its discretion deems appropriate, in which circumstances the Customer shall be free to dissolve this contract with the Bank and if so doing shall forthwith discharge all and any outstanding liabilities to the Bank in respect of the Account. In the absence of any prior notice to the contrary, the Customer will be deemed to have accepted such revised Terms and Conditions with effect from their notified effective date.
- 16.2 The Bank reserves the right at all times to vary all applicable interest rates including (a) the interest and interest surcharges charged on overdrafts and (b) the interest rates that apply to the credit balance on the Account (the interest rates that apply to the credit balance on the account can be 0% per annum or be a negative rate of interest). The Bank may change any such interest rates up or down at any time. The Bank may change (i) a negative rate of interest on the credit balance on the Account to a rate that is more negative or less negative; and (ii) the interest rate on the credit balance on the Account to 0% per annum (if it is not already 0%).
- The Bank will notify the Customer of any such variation in interest rates by whatever means allowed by law or regulation the Bank, in its discretion, deems appropriate save where the variation in interest rate is to the benefit of the Customer in which circumstances, the Bank may implement the variation with immediate effect and notify the Customer thereafter.

- 16.3 With regard to the provisions of clauses 16.1 & 16.2 above, two months or such lesser period of notice as may be permitted under applicable legislation will apply only to Customers who are Microenterprises. For all other Customers, the Bank reserves the right to implement any such changes immediately and without any prior notice to the Customer.
- 17.0 17.0 Overdraft, Interest and Surcharges**
- An overdraft is provided when the need is short term or, in the case of a continuing overdraft, where a pattern of fluctuation into and out of credit is likely. The borrowing may be renegotiated between the customer and the Bank. The facility is repayable on demand. Unless repayment has been demanded in the meantime or there has been any change of circumstances warranting an earlier review, the facility will be reviewed at the date shown in the Letter of Offer without any obligation on the part of the Bank to continue it after such date. Any overdraft facility, whether authorised or unauthorised, may be subject to the following in addition to any separately agreed terms and conditions:
- 17.1 Where an overdraft is permitted by the Bank, the interest rate applicable is normally determined by the Bank by reference to prevailing market rates (details of which are available from any branch of the Bank), the period and purpose of the facility and the entitlement of the Customer to any special features. In addition, the Bank may take account of the risk associated with the facility, which may result in a higher rate of interest. The interest rate may vary during the period of the facility and details of any such variations will be notified to the Customer on or before the effective date of such variations. Details of such variations will also be provided in your account statements. Interest is calculated on the daily balance outstanding (after adjustment is made for cheques in the course of collection), and shall be charged to the Account at the relevant Bank charge dates. Overdrafts are repayable on demand. Note to Trustees and Executors: A Table of Non-Personal Overdraft Interest Rates will be provided to you at account opening. This table shows you the overdraft interest rate which applies to you.
- 17.2 A Referral Item Fee will apply to any cheque and any of the debits which causes an account to go overdrawn where no agreed permission exists or to exceed the agreed overdraft permission. It also applies to any cheque/debit from an account while it remains in an unauthorised overdraft position. Further details are available in the Bank of Ireland's Schedule of Fees and Charges brochure for Business Customers, a copy of which is available at any branch.
- 17.3 There are two surcharges which may apply in different circumstances:
- (i) The facility must operate within the authorised credit limit. Referral item fees are payable, in accordance with condition 17.2, where an Account goes overdrawn where no agreed permission exists or exceeds the agreed overdraft permission. In addition, where overdrafts occur without prior authorisation, or are not repaid when demanded, or in the event of excesses over the authorised credit limit amount, such unauthorised overdrafts or excesses or unpaid amounts are subject to an additional interest charge at the rate of 1% per month or part of a month (i.e. 12% per annum) in addition to the relevant interest charge to accrue both before and after any judgment, as appropriate. Any such additional interest charge will apply to the amount and for the period of such unauthorised overdrafts or excesses and will apply to unpaid amounts from the period when due until payment and shall be charged to the Customer's accounts and payable at the same time, in the same manner as the relevant interest charge, currently quarterly. The above-mentioned rate or minimum amount may at any time and from time to time be changed by the Bank at its absolute discretion, subject to prior approval of the relevant regulatory authority. Additionally, where excesses occur, the Bank may, at its discretion alter the amount which is subject to an additional interest charge. In the event of any such change or alteration occurring during the continuance of the Facility, the Bank will give the Customer a minimum of one month's prior notice that such change or alteration is to take place. Any such additional interest charge is intended to constitute liquidated damages to the Bank including compensation for its increased administrative and related general costs occasioned by such unauthorised overdrafts or excesses occurring on the part of the Customer or non payment when due. Notice under this clause may be given by the Bank to the Customer by any means the Bank considers reasonable.
- (ii) A basic requirement is that any Account on which an overdraft facility has been provided must revert to credit for at least thirty (30) days, whether consecutively or otherwise, during the twelve month period commencing from the original date of sanction and, notwithstanding any subsequent variation to the overdraft facility granted, during any subsequent twelve (12) month period. Where the above requirement is not met an additional interest rate of 0.5% per annum will be applied retrospectively over the twelve (12) month period and any such interest payable will generally be applied at the next quarterly interest posting date. The above mentioned rate may at any time and from time to time be changed by the Bank at its absolute discretion subject to prior approval of the relevant regulatory authority. Surcharge Interest is in addition to the relevant Overdraft interest rate and applies to the statement (i.e. uncleared balance).
- 17.4 **Overdraft Facility Fee**
- An overdraft facility fee is chargeable by the Bank (i) on the granting of an overdraft facility on an Account; and/or (ii) on each or any annual anniversary of the granting of an overdraft facility on an Account during the period that the overdraft arrangement is provided by the Bank to the Customer.
- 17.5 **Obligations**
- This current Account must operate within its authorised limit and sufficient cleared funds should be in the account prior to issuing cheques. Cheques/debits presented that would cause the account to be overdrawn over the agreed limit may be returned unpaid without reference.
- 17.6 **Security**
- Any security held now or at any future time shall be security for all liabilities. All legal charges and other costs associated with the completion of the Bank's security requirements are the borrower's responsibility and will be debited to the borrower's account as they arise.
- 17.7 **Joint Borrowing**
- Where any advance is granted to two or more persons the liability to the Bank shall be joint and several.
- 17.8 **Implied Limit**
- Where the Bank pays a cheque/debit that results in an overdrawn balance in excess of the authorised overdraft amount sanctioned, this increase in the overdraft amount will not be deemed by the Bank as a permanent or ongoing facility and any implied limit is withdrawn once the account reverts within its authorised facility.
- 17.9 **Securitisation**
- The customer(s) consent(s) irrevocably to any future transfer of the debt or loan on the account(s) and any security held therefore as a part of a loan transfer and securitisation scheme and to the disclosure of any information relating to the account(s) and any security held therefore to any transferee, assignee or any party in connection with such scheme.
- 17.10 **Authority**
- The Bank is authorised by the customer(s) to disclose information relating to the account(s) or any security held in relation to the account(s) to any person acting as agent or to other third parties engaged by the Bank in connection with the account(s).
- 17.11 The Bank will give the Customer a minimum of one month's prior notice of any change or alteration to this Clause 16 by whatever means the Bank in its discretion deems appropriate.
- 18.0 Interest on the credit balance on the Account: negative and 0% rates.**
- 18.1 The Bank may apply (a) a negative rate of interest; or (b) a rate of 0% per annum to the credit balance on the Account. For so long as the prevailing rate for the Account (or part of it) is (i) a negative rate the Customer pays the Bank interest at a negative rate on the credit balance on the Account (ii) 0% per annum neither the Bank nor the Customer pays interest on the credit balance on the Account.
- 18.2 Negative interest on the credit balance on the Account is calculated by the Bank each day based on the cleared balance on the Account in Euros, excluding cents, using the applicable negative interest rate. Negative interest will be charged to and deducted from the Account at the end of every month. Interest may be calculated or charged by the Bank at such other intervals as the Bank may decide. Details of the applicable interest rate(s) to be applied to the credit balance on the Account (and whether they are negative rates or 0% per annum) will be notified by the Bank to the Customer.
- 18.3 Any reference to interest or an interest rate that applies to a credit balance on the Account includes a reference to a negative rate or a rate of 0% per annum as the context admits or requires.
- 18.4 If negative interest applies to the credit balance on the Account, the effect will be that the Bank will calculate and the Customer will be obliged to pay the Bank negative interest in full and on time. Any amount of negative interest that becomes due by the Customer to the Bank is called a "Negative Interest Amount". The Customer permits the Bank to deduct and withdraw any Negative Interest Amount from the Account.
- 18.5 For so long as negative interest applies to the credit balance on the Account, the Customer agrees to ensure there are enough available funds in the Account (by way of credit balance and/or approved overdraft) to pay each Negative Interest Amount in full and on time. The Bank can refuse to allow the Customer withdraw money from the Account where it reasonably anticipates that a withdrawal will cause a breach of this clause. If the amount of such available funds on the Account is not enough to pay in full a Negative Interest Amount due to the Bank (the amount of such shortfall being the "Shortfall Amount") the Customer agrees to pay the Shortfall Amount within three Banking Days of the due date for payment of the corresponding Negative Interest Amount (or on the Bank's demand).
- 18.6 The Customer agrees to pay the Bank interest on demand on any Shortfall Amount from the due date of payment until payment in full of the amount at the rate of 4% per annum.
- 18.7 Nothing in the Terms and Conditions shall be interpreted to oblige the Bank to pay the Customer interest on any debit balance or overdraft on the Account.
- 19.0 Tiering of Interest on the credit balance on the Account**
- 19.1 The Bank may apply interest rates on the credit balance in the Account in any of the following ways: (a) by applying the same interest rate to the entire Account credit balance; (b) by applying different interest rates to one or more parts of the balance on the Account on a tiered basis by reference to;
- the credit balance on the Account; or
  - the aggregate of the credit balances of the Account and those on some or all of the Customer's other accounts with the Bank (whether they are of a similar type or not);
  - the aggregate of the credit balances of the Account and those on some or all of the other accounts the Customer or members of the Customer's group of companies have with the Bank whether they are of a similar type or not (the phrase "group of companies" here and in Clause 19 has the meaning set out in Section 8 of the Companies Act 2014).
- 19.2 Where interest rate(s) are tiered, any reference to "Account" or to the credit balance on the Account in Clauses 16, 18 and 19 includes a reference to part of the credit balance as appropriate, by reference to how the interest rates on the Account are tiered.

## 20.0 Maximum credit balance on the Account

- 20.1 The Bank may notify the Customer of a maximum credit balance on the Account in such amount(s) as may be determined by the Bank from time to time and, immediately following such notification, the relevant account will operate in accordance with such maximum credit balance requirement.
- 20.2 The Bank has the right to (a) refuse to accept the deposit of a further amount on the Account; and (b) to notify the Customer at any time with immediate effect that the Bank will not accept (i) any further deposit or (ii) any further deposit above a certain amount or (iii) any deposit which will cause the credit balance on the Account to exceed a certain amount or the aggregate of the credit balance on the Account and the credit balance of all of the other accounts (of whatever nature) the Customer or its group of companies have with the Bank to exceed a certain amount. For the avoidance of doubt, nothing in this Clause shall be interpreted to entitle the Bank to refuse the repayment by the Customer of any debit balance on the Account.
- 20.3 The bank has the right to refuse to allow the Customer to pay cash in certain denomination (for example coins) into the Account.

## 21 Disputes between Account Holders

- 21.1 If the Bank is notified of a dispute between any of the parties named on the Account or where the Bank receives unclear, incorrect or incomplete instructions from any of the parties named on the Account, who are the signatories on the mandate provided to the Bank, the Bank may decide to place a permanent restriction (i.e. block) on the Account and not process any transactions.

- 21.2 Any block placed on the Account will not be removed until either the Bank (a) has received confirmation in writing that the dispute is at an end and the existing mandate can continue to be relied on, or, (b) has been provided with a new mandate.
- 21.3 Once a block has been placed on the Account, the Bank may also suspend the ability to make all electronic transactions on the Account via Digital Banking.

## 22 Making a Complaint

We want to provide you with excellent service at all times and hope we do not give you grounds for complaint. However, if you wish to make a complaint you may do so by writing to us at Group Customer Complaints at the address listed on the complaints page of our website ([www.bankofireland.com](http://www.bankofireland.com)). You can also inform your bank branch or any branch near you about your problem. You also have the choice to make the complaint to our Customer Care Unit by phone on 0818 200 365 (+353 1 404 4000 if calling from abroad.)

If we cannot resolve your complaint within five Banking Days, we will respond to your complaint in writing, or, if we hold an email address for you, you agree we may respond by email.

In the event that you are not satisfied with our response you can refer the matter to the Financial Services Ombudsman by writing to The Financial Services and Pensions Ombudsman, Third Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

## Business Credit Card & Gold Business Credit Card Terms & Conditions.

### The use of your Card is governed by these Terms and Conditions. When you use your Business Credit Card Account you are deemed to have accepted these Terms and Conditions.

#### 1.0 DEFINITIONS USED IN THIS DOCUMENT

"365 Online" means our internet banking service accessed via a web browser;

"Administrator" means person nominated by you as the authorised contact for the business credit card account;

"Account" means the Business Credit Card or Gold Business Credit Card Account(s) we open for you;

"Agreement" means this document including the terms and conditions and any referred to in clause 2.2

"Annual Fee" means the fee we charge annually for each Card issued on the Account;

"ATM" means an automated teller machine;

"Bank", "us", "we" and "our" means The Governor and Company of the Bank of Ireland having its Head Office at 40 Mespil Road, Dublin 4 and its successors, assigns and transferees;

"Bank of Ireland Mobile Banking" means the online system which allows you to access and use certain services using a Bank of Ireland app on your mobile, tablet or other devices;

"Banking Day" means any day on which we are open for business in Ireland, other than Saturday, Sunday and bank holidays and "non-Banking Day" means any other day;

"BIC" means Bank Identifier Code;

"Business On Line" means our internet banking service available to business customers;

"Card" means any one or more Business Credit Cards or Gold Business Credit Cards issued by us on the Account and in this document is referred to as "Card" or "Credit Card";

"Card Carrier" means the letter from us to a Cardholder with which we enclose the Card;

"Cardholder" means the person in whose name a Card has been issued by us which can also include the Customer;

"CardController" means the Bank of Ireland CardController Service which we may make available from time to time. This service will allow you to register Cards issued on your Account and select controls and settings to monitor Cardholder spending;

"Cash Advance" means when a Cardholder uses the Card or Card details to receive cash;

"Chip" means an integrated circuit embedded in a Card;

"Contactless" means a payment method which may be offered by a Retailer for completing transactions. This payment method uses Near-Field Communications (NFC) meaning the Card is held close to the card reader rather than inserted into a Payment Machine;

"Customer" means the company, partnership, trust, society, club or sole proprietor of a business in whose name the Account(s) are held. Where the Customer consists of more than one person, the expression "Customer" refers to one, or more or all of them as the context admits or requires;

"Cut-Off Times" means the relevant time during any Banking Day after which any payment, or payment order, received will be deemed to have been received on the next Banking Day;

"Digital Banking" means our various online banking services which can be accessed via 365 Online, Business On Line and Bank of Ireland Mobile Banking. Any reference to Digital Banking shall be deemed to include a reference to 365 Online, Business On Line and/or Bank of Ireland Mobile Banking as the reference so requires;

"Direct Debit" means an instruction from a customer authorising a third party (known as an originator) to collect variable amounts from their account on a notified date ("the Direct Debit Collection Date");

"eStatement" means any document or statement provided or made available in electronic form;

"IBAN" means International Bank Account Number;

"Individual Credit Card Limit" means the maximum amount we agree with you that is allowed to be outstanding on any Card, this may be less than the Overall Credit Limit;

"Microenterprise" means an enterprise which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 2 million as defined in Article 1 and Article 2 (1) and (3) of the Annex to Recommendation 2003/361/EC as may be amended from time to time.

"Overall Credit Limit" means the maximum amount that you are allowed to have outstanding on your Account at any time as detailed on your monthly statement or eStatement;

"Payee" means a person who receives a payment;

"Payer" means a person who makes a payment;

"Payment Date" means the date each month, that the customer has chosen to pay the amounts owing to us on each Card;

"Payment Machine" or "POS (Point of Sale) terminal" means an electronic machine capable of accepting a Card and/or Card details as payment for a transaction;

"PIN" means the personal identification number issued to the Cardholder which is required at an Automated Teller

Machine ("ATM") and generally required at the point of sale to authorise a transaction;

"Interest Rates, Fees and Charges Table" means the table of Interest Rates, Fees and Charges which are included in this document or which we make available to you separately;

"Retailer" means a supplier of goods or services or cash advances other than us;

"Security Credentials" means the personalised security credentials the Cardholder is required to use from time to time to access the Account via our online, phone and mobile banking channels and to authorise transactions on the Account. The Security Credentials will either be supplied by us or selected by the Cardholder and can include: a PIN, password, one time passcode (such as a 3D Secure Passcode), security number or code (including those generated by a security key generator), a response to a push notification, a registered device, a fingerprint or other distinctive personal characteristics to make an instruction, or any combination of these things as amended by the Bank from time to time;

"Schemes" refers to MasterCard and Visa schemes;

"Terms and Conditions" means these terms and conditions as amended from time to time;

"Third Party Providers" or "TPPs" – a TPP is a third party provider who is authorised by a relevant regulatory authority to provide certain services to customers such as accessing information and making payments from accounts which are accessible online;

“you” and “yours” means the Customer in whose name(s) the Account is opened and includes you acting on your own and through any third party authorised to act on your behalf, such as a TPP;

“3D Secure” means a system used as an added layer of security for credit card transactions. Examples include Verified by Visa and Mastercard® SecureCode™ For more information about our 3D Secure service, please see our Frequently Asked Questions at [www.bankofireland.com](http://www.bankofireland.com);

“3D Secure Passcode” means a one-time passcode sent to your mobile phone by text message (SMS) for use on 3D Secure which you may need to complete a purchase using your Card;

## 2.0 THE CREDIT CARD

2.1 This document is important and you (or the person responsible for financial management in the Company) should read it carefully. It governs the use of the Card by you and the Cardholder. You must comply with these Terms and Conditions and must ensure that each Cardholder also complies with them.

2.2 The following also apply to the use of the Card:

2.2.1 Banking law and practice;

2.2.2 The Rates, Fees and Charges Table and the Card Carrier;

2.2.3 The agreements and forms we require the Cardholder to sign.

2.3 We agree to provide the Card for your business purposes.

We allow each Cardholder use the Card on your behalf and for your business purposes. We do not, by these Terms and Conditions, agree to provide any credit to a Cardholder. This Clause 2.3 is subject to the following Clause 2.4.

2.4 If a Cardholder is also the Customer or one of the Customers, we do not agree, by these Terms and Conditions, to provide any credit to the Cardholder other than in his or her capacity as a Customer and for the business purposes of the Customer. In particular, we do not, by these Terms and Conditions, agree to provide a Cardholder with any credit for a purpose outside of his or her trade, business or profession.

Use of the Card for personal consumer purposes is a breach of these Terms and Conditions.

2.5 The Credit Card, Card details and associated Security Credentials (including the PIN) are only to be used by the Cardholder. We see use of the correct Security Credentials with the Card or Card details as proof that the Cardholder carried out the transaction(s) or were in breach of Clause 2.7(ii).

2.6 The Bank may at any time cancel or refuse to renew the Credit Card(s).

2.7 Cardholders must: (i) sign the Credit Card as soon as it is received from us (ii) keep their PIN a secret, memorise it, and take all reasonable precautions to prevent anyone else knowing it or using it. A Cardholder should never write down the PIN or the 3D SecurePasscode or any other Security Credential (iii) always protect the Credit Card. Take all reasonable precaution to ensure the Credit Card and any Security Credential is not lost, mislaid or stolen (iv) not go over the Individual Credit Card Limit (v) not assume that they can continue to use the Credit Card if they have broken any of the terms and conditions of this Agreement (they should return the Credit Card to us if they have) (vi) not use the Credit Card before the “valid from” date or after the “until end” date shown on it (vii) not use the Credit Card if we cancel or withdraw it (viii) never use your Credit Card as payment for anything illegal.

2.8 To keep a Card secure we may block it if we write to the Cardholder but our correspondence is returned. (We may contact you to check the address but we are not obliged to).

2.9 A Card cannot be used:

2.9.1 Before the date the Card says it is valid from;

2.9.2 After the date the Card says it is valid to (for example, through the use of the words “until end” or any words having a similar meaning);

2.9.3 After we send you or a Cardholder a notice cancelling the Card.

2.10 We will send each Cardholder a new Card before the last date of validity of the Cardholder's Card. This Clause will not apply where we or you have terminated these Terms and Conditions under Clause 12 or where we have demanded a return of the Card or blocked its use.

2.11 We regard the following as conclusive evidence that the Cardholder carried out a transaction using a Card:

2.11.1 Use of the PIN with the Card; or

2.11.2 Use of the correct Security Credentials (such as a 3D Secure Passcode) with the Card or Card details.

2.12 You are liable for every use by a Cardholder of a Card even where the Cardholder uses the Card:-

2.12.1 Without your authority; or

2.12.2 In breach of these Terms and Conditions.

2.12.3 Outside the controls and settings you have selected if the Card is registered by you or on your behalf with CardController. For the avoidance of any doubt, we will have no liability to you for any Card transactions on the Account which contravene CardController settings you or anyone on your behalf have made or selected for any Cards registered for CardController.

2.13 Third Party Providers (TPPs) - in this clause “you” includes the Cardholder where applicable.

2.13.1 To use the services of a TPP for your Account, you must be able to access your Account through Digital Banking.

2.13.2 Where we provide your TPP access to your Account, you can choose to allow your TPP to access relevant information from your Account. For more information on the types of information a TPP can access please see [www.boi.com/PSD2](http://www.boi.com/PSD2)

2.13.3 You are not obliged to use the services of a TPP for the Account but, if you do, it is your responsibility to read the terms and conditions of the TPP. It is also your responsibility to understand exactly what information the TPP will be able to access and how it will be used by them. This should all be covered in your agreement with the TPP. A TPP should be registered with any relevant financial services regulator in order to provide payment services to you.

2.13.4 A TPP may look for access to your Account, for example, to provide account information services to you. However, we will only allow such access where you have permitted us to allow that.

2.13.5 It is the responsibility of the TPP to ensure any information it holds about you or your Account is secure.

2.13.6 About Account Information Service Providers (“AISP”).

If we receive an instruction from an AISP to access information about your Account, we will treat this as an instruction from you.

2.13.7 You can instruct an AISP to access and hold details of your Account by following their procedures (make sure they give them to you). If you do this, you must authorise us to share the information with the AISP by using our online verification processes and your Security Credentials. Once you have done this, the AISP can make any number of requests for access to your Account for up to 90 days and we will obey those requests. Once each 90 day period passes, you need to authorise us again (in the way set out in this clause) if you wish us to continue to share information on your Account with your AISP.

2.13.8 About Card Based Payment Instrument Issuer (“CBPII”). If we receive an instruction from a CBPII to find out whether money is available in your Account to meet a card payment, we will treat this as an instruction from you.

2.13.9 Where we provide a CBPII access to an Account, you can instruct a CBPII to access your account by following their procedures (make sure they give them to you). If you do this, you must authorise us to share the information with the CBPII by using our online verification processes and your Security Credentials. Once you have done this, you authorise us to answer a CBPII request to find out whether money is available in your Account to meet a card payment. Once you have authorised us to share such information with the CBPII, the CBPII can make any number of requests for that information (and we will answer them) until you contact the CBPII to cancel your permission to allow them make such requests (you may need to follow their procedures to cancel your permission).

2.13.10 At any time you wish you can (a) cancel any service that a TPP provides you that concerns your Account; or (b) any consent or permission you give a TPP that concerns your Account. You may have to follow the TPP's procedure to make sure they cancel their service or stop acting on your consent or permission. If you send your TPP a cancellation when we are processing an instruction from them to get access to information about your Account, it may be too late for us to cancel the instruction; and, if so, you permit us to obey it.

2.13.11 If you permit a TPP to access your Account we are not responsible for anything the TPP does.

2.13.12 We may refuse to process a request from a TPP to provide information where we know, or have reasonable grounds to suspect (a) that you have not authorised a TPP to give the instruction; or (b) that the instruction from the TPP may be fraudulent or given by mistake. If we can identify the TPP, we will contact you as soon as we reasonably can in a way we choose, unless the law prevents us from doing so or we reasonably believe it would compromise our security measures.

2.13.13 We record the instruction you and any TPP give us. If there is a dispute between you and us or you and a TPP concerning the Account, you agree to accept our records as accurate (unless it is clear we made a mistake).

2.13.14 You should contact a TPP directly, if you have any queries or complaints regarding the services they provide you.

2.13.15 You agree to cooperate with us and give us information we ask for if you have a complaint about your Account and we suspect that a TPP may be responsible for it, for example, because we suspect it is the TPP's fault that an instruction was not carried out or was carried out wrongly or too late.

2.13.16 If you use a TPP for services that concern your Account, the TPP will charge their own fees and charges for them. Anything you owe a TPP is in addition to any fees or charges you owe us on your Account.

## 3.0 CREDIT LIMITS

3.1 The amount of credit available through the use of a Card is subject to two limits, the Individual Card Limit and the Overall Credit Limit.

3.2 A Card cannot be used to cause the Overall Credit Limit to be exceeded.

3.3 Sometimes we may use our discretion to allow a Card go over its Individual Credit Card Limit (but we are never obliged to allow this). If we allow this, you must agree with us to reduce the Individual Credit Card Limit for other Cards to ensure the Account does not go over the Overall Credit Limit.

3.4 We will not increase the Overall Credit Limit or the Individual Credit Card Limit unless you, the Administrator or anyone acting on your behalf request an increase, but reserve the right to decline such request. We may at any time reduce or cancel the Overall Credit Limit, the Individual Credit Card Limit or any undrawn part of either or both limits without cancelling the Agreement or card or if (a) you or the Cardholder breach any of these terms and conditions (b) we give you two months in writing. If we so reduce or cancel a credit limit, you must ensure the Account concerning the Card is funded (where necessary) to meet any future payment transaction carried out using a Card. We will usually notify you in advance before we reduce or cancel a credit limit (but we reserve the right to do so without prior notice and to notify you promptly after we reduce or cancel a limit where we consider the circumstances make it reasonable to do so). If the Card is used for a transaction which would

bring the outstanding debit balance in excess of the Overall Credit Limit or the Individual Credit Card Limit, we reserve the right to authorise or decline such transactions.

#### 4.0 HOW YOUR ACCOUNT WORKS

- 4.1 We will open and maintain credit card account(s) for you (the "Account"). Where there is more than one Account, the expression "Account" refers to one or more or all of them as the context admits or requires.
- 4.2 We will deduct from the Account interest, fees, charges, Stamp Duty and the amounts of all goods and services and cash advances obtained by the Cardholder by use of the Card.
- 4.3 If you or a Cardholder breaches any of these Terms and Conditions, we may refuse to provide credit through use of a Card. Neither you nor a Cardholder should assume credit will be available after such a breach.
- 4.4 If the Card has an ATM/cash advance facility, the Card may be used in conjunction with the PIN at an ATM displaying the appropriate Card symbol. If the Card is used to withdraw cash from an ATM, daily limits will apply. The daily limit is determined by us and may be lower than the Individual Credit Card Limit and may be varied at any time. We will tell you the amount of the daily cash limit on request. The amount of cash available from an ATM can also depend on which financial institution owns the ATM and on when the ATM is used.
- 4.5 We are not obliged to provide ATM facilities and do not have to notify you if we withdraw any ATM or limit its hours of use. We shall not be liable for any loss or damage resulting from failure or malfunction of an ATM or a Card.
- 4.6 You agree to indemnify us for all losses, costs, damages, expenses, or claims which we suffer or incur on our demand where we certify that the amount demanded arises from (a) the use of a Card by a Cardholder; or (b) your failure to reimburse a Cardholder in accordance with Clause 7 below; or (c) a breach by a Cardholder of these Terms and Conditions.
- 4.7 You are not permitted to have a credit balance in excess of €20,000 on the Account and no payments should be made that would place the Account in credit above €20,000 without prior agreement with us. At our complete discretion we may process such payments but, if requested to do so by us, you hereby agree to reduce any such credit balance in accordance with our request. Where you are unable to reduce such credit balances within 10 calendar days of our request to do so we may, at our absolute discretion, refund any credit balance in excess €20,000 on the Account.

#### 5.0 STATEMENTS AND MINIMUM PAYMENTS

- 5.1 We will provide or make available to the Cardholder a statement or eStatement monthly. We will also provide you with a summary statement. We may choose not to issue a summary statement if there is only one card on the Account. We may choose not to issue statements or eStatements where the Account has no debit balance and/or a credit balance of €5 or less.
- 5.2 Unless we have agreed otherwise, you (or the Cardholder on your behalf) must pay the full amount shown on the statement or eStatement as owing by you by the payment due date agreed with you or within 7 Banking Days from the date of the statement or eStatement. Payment of less than the full amount owing by the due date as shown in a statement or eStatement is a breach of these Terms and Conditions.
- 5.3 You must establish a Direct Debit payable from a current account for the payment of amounts which you are due to pay us under these Terms and Conditions. Where you have a Direct Debit set up to make payments to your Account, and you make other payments to your Account more than 7 Banking Days before the Direct Debit Collection Date, the amount to be collected by Direct Debit will be reduced by the amount of any such additional payments made. Any additional payments made after the deadline set out above will not reduce the amount to be collected by Direct Debit.
- 5.4 Once the Account is registered for 365 Online
- 5.4.1 You will be provided with eStatements for your Account and you will not receive paper copies of documents or statements for your Account. If you request a paper copy of an eStatement a Copy Statement fee may be applied in accordance with clause 6.3 of these Terms and Conditions.
- 5.4.2 You agree that any obligation to provide you with documents or statements in these terms and conditions or any other terms and conditions agreed between us, shall be satisfied when we provide you with the relevant eStatement or make it available to you. Any reference to documents or statements in these terms and conditions or any other terms and conditions agreed between us, shall include a reference to eStatements as the reference so requires.
- 5.4.3 Your eStatements can be viewed by you and will be stored by us in accordance with your 365 Online terms and conditions.
- 5.4.4 We will send an email notification to you to the email address you have provided for 365 Online when a new eStatement is available. It is your responsibility to update your email address if it changes. You can do this on 365 Online.
- 5.4.5 You can at any time opt to be provided with paper documents and statements by editing your preferences on 365 Online, after which documents and/or statements will issue in paper. You will need to individually select each Account for which you want to receive documents and account statements in paper form.
- 5.4.6 Once an account is registered to receive documents and account statements in paper form, you will continue to receive eStatements for that account. Your paper documents and statements will be provided at the same frequency as the eStatements.

#### 6.0 HOW WE CHARGE OUR FEES

- 6.1 From the day of Account opening certain account fees will apply which are outlined in the Table of Interest Rates, Fees & Charges (Table) included in this brochure. Words and phrases used in this Clause 6 and which are used in the Table, will have the meaning given to them in the Table. You shall pay us the fees which apply to a Business Credit Card or a Gold Business Credit Card.
- 6.2 You shall pay us the Annual Fee:
- 6.2.1 On each date we issue a Card to a Cardholder or such later date as we tell you when you open the Account.
- 6.2.2 On the anniversary of each date mentioned in Clause 6.2.1
- 6.3 We debit the fee for a copy statement from the Account when we send the copy statement to you.
- 6.4 We charge a Cash Advance Fee on the amount of any Cash Advance obtained through the use of the Card (for example, at an ATM). The Cash Advance Fee is (a) a percentage of the Cash Advance subject to a minimum fee per transaction (both as shown in the Table); and (b) is debited to the Account when the Cash Advance is debited to the Account.
- 6.5 Where the cash advanced is a non-euro currency, the Cash Advance Fee is applied to the equivalent of the amount in euro. The amount will be converted to euro at the exchange rate determined by us on the date the cash advance is debited to the Account.
- 6.6 A Cross Border Handling Fee will not apply to transactions in euro within the EU and some non- EU countries, for further information log onto [www.bankofireland.com](http://www.bankofireland.com). We charge a Cross-Border Handling Fee of 2.25% of the transaction for all other transactions.
- 6.7 The amounts of all of the fees provided for in this Clause 6 and set out in the Table may be varied by us at our sole discretion.
- 6.8 We will not refund any fees or Stamp Duty if a Card is cancelled.

#### 7.0 CARDHOLDERS

- 7.1 We may issue a Card to you and to Cardholders.
- 7.2 Each Cardholder must sign the Card immediately on receiving it.
- 7.3 Each Cardholder accepts and agrees to be bound by these Terms and Conditions but only insofar as they create an obligation for the Cardholder (unless the Cardholder is a Customer in which case the Cardholder is bound by all of these terms and conditions). We deem the first use or activation of the Card to be acceptance by the Cardholder of these Terms and Conditions.
- 7.4 We will provide each Cardholder with a PIN and also associated Security Credentials. These are important security features. The Cardholder must only use the PIN and any associated Security Credentials, to use the Card in compliance with these Terms and Conditions.
- 7.5 Each Cardholder must ensure that the PIN and any associated Security Credentials are not:
- 7.5.1 Revealed to anybody other than the Cardholder (for example, they should not reveal them even to you);
- 7.5.2 Recorded in a form that would be intelligible or otherwise accessible to anybody else if he or she got access to that record;
- 7.5.3 Recorded on any item which the Cardholder usually keeps or carries with the Card (for example, a mobile phone).
- 7.6 The Cardholder must always protect the Card and take the greatest possible care to ensure that it is not lost, mislaid or stolen.
- 7.7 The Cardholder must never use the Card:
- 7.7.1 For reasons unconnected to his or her employment by you; or
- 7.7.2 As payment for anything illegal.
- 7.8 You must promptly reimburse each Cardholder for any expense, cost or loss arising from the use of the Card which is incurred or paid for by a Cardholder from the Cardholder's own funds or own account. Without prejudice to the generality of the foregoing, you agree to reimburse the Cardholder in respect of any interest which the Cardholder has to pay arising from your failure to reimburse the Cardholder promptly in accordance with this condition.
- 7.9 Where you fail to reimburse a Cardholder in accordance with condition 7.8 on our request or the request of the relevant Cardholder, you irrevocably authorise us (a) to debit the Account by the amount which we certify to be appropriate to reimburse the Cardholder; and (b) with the amount so debited, to reimburse the Cardholder using any manner of payment we see fit.
- 7.10 For the avoidance of doubt, the agreement of the Cardholder to pay amounts due under these Terms and Conditions on your behalf does not give us the right to enforce payment of any amount due from you against the Cardholder (unless the Cardholder is a Customer).
- 7.11 We acknowledge and agree that we shall have no recourse to the Cardholder's personal assets in respect of the use of the Card in accordance with these conditions. This Condition 7.11 shall not however, be taken to limit:
- 7.11.1 our or your recourse against a Cardholder in respect of the use of a Card which is improper or in breach of these conditions; or
- 7.11.2 our recourse against a Cardholder where he or she is also the Customer (or one of them).
- 7.12 Nothing in this Condition 7 shall prejudice Condition 2.12 or diminish its effect.

## 8.0 HOW WE CHARGE INTEREST

- 8.1 If everything owed to us on the Account as shown on a monthly statement or eStatement is paid by the payment date shown in it, we will not charge interest on any purchases or Cash Advances shown in that monthly statement or eStatement.
- 8.2 Except where Clause 8.1 applies, we will charge the Customer interest on each purchase, Cash Advance, unpaid Cash Advance Fee, Cross Border Handling Fee or other Fee, from the date the transaction is debited to the Account. We will charge interest on the total amount you owe us in connection with the Card including on any interest which is overdue for payment.
- 8.3 If you owe us interest, we will show you the interest rates and the amount you owe in the monthly statement or eStatement.
- 8.4 We charge interest at the rate shown on the latest monthly statement or eStatement. This rate may differ from the rate in force on the date of the cash advance or purchase.
- 8.5 We set out the rates of interest which we charge you in the Business Credit Card and Gold Business Credit Card Interest Rates, Fees & Charges Table (we update this Table from time to time).
- 8.6 Any interest you owe us accrues daily and we will debit accrued interest from the Account monthly.

## 9.0 ACCOUNT TRANSACTIONS

- 9.1 You shall be responsible for ensuring that instructions from you or from a Cardholder to pay money into and out of the Account are correct and accurate. We will not check whether any of this information is correct. For example, we do not check the name of a Payee or account given to us with a payment instruction.
- 9.2 We may refuse to act on an instruction to pay money into or out of the Account if the instruction does not contain the correct BIC and/or IBAN, or sort code and account number, any other necessary unique identifier of the Payee. If we refuse to process a payment from the Account for such a reason, we will tell you. We have no liability to you, any Cardholder or any other party for any loss, cost or expense which arises from our refusal to act on a payment instruction under this Clause 9.2. We may also refuse to act on an instruction if correct Security Credentials are not supplied when required.
- 9.3 In respect of payments instructions, the date of receipt of such payment instructions ("D") will, subject to any applicable Cut-Off Times, be that Banking Day where the payment instruction is received by the Bank. If the payment is in Euro, and the financial institution of the payee is located in the EEA, we will ensure that the financial institution of the payee will receive the payment within one banking day of D (D+1). If it is a crossborder payment in Sterling, or other EEA Currency (non-euro), and the financial institution of the payee is located in the EEA, we will ensure that the financial institution of the payee will receive the payment within three banking days of D (D+3). Where the payment instruction is submitted on paper, the processing time may be an extra banking day ((D+2) and (D+4)). Any other payment instructions may take longer to process.
- 9.4 The financial institution where the Payee's account is held controls payment into that account. We are not responsible for that.
- 9.5 In the event we suspect or detect any fraud or unauthorised activity on your Account, we may advise you or the relevant Cardholder via phone, SMS message or email as appropriate. If we deem it necessary we may block your Account or any Card and will advise you or the relevant Cardholder of the block and how it may be removed.

## 10.0 DISPUTED OR UNAUTHORISED TRANSACTIONS – WHAT YOU SHOULD DO

- 10.1 We recommend the Cardholder retain all receipts/vouchers/ counterfoils to check them against their monthly statements or eStatements. You should ensure that each Cardholder provides this information to you
- 10.2 You or the Cardholder must advise us without undue delay and no later than thirteen (13) months after the transaction date, of any unauthorised or incorrectly executed transactions. Unless you are a Microenterprise, it is your responsibility to demonstrate to our satisfaction that any transaction was actually unauthorised or incorrectly executed.
- 10.3 If there is a dispute between you or the Cardholder and us regarding a transaction, we may rely on our books and records as set out in Clause 17.
- 10.4 If you are a Microenterprise, or where you are not a Microenterprise and you demonstrate to our satisfaction that there has been an unauthorised transaction out of the Account, we will refund the amount of the unauthorised transaction and will restore the Account to the state it would have been in but for the unauthorised transaction. If it is later determined that no refund should have been paid we will be entitled to recover it without any further reference to you. This Clause 10.4 is subject to Clauses 10.5 and 10.6.
- 10.5 If the Card is lost or stolen or if the Card, PIN or any associated Security Credentials becomes known to someone other than the Cardholder, you (or the Cardholder) must report that immediately to us. Practical instructions for making a report are set out in Clause 11. If an unauthorised transaction follows the loss, theft of the Card, PIN or any associated Security Credentials (or knowledge of any of these by someone other than the Cardholder), and you are not a Microenterprise, we will not refund the Account for any unauthorised transaction carried out before you (or the Cardholder) makes the report required in this Clause 10.5. If you are a Microenterprise, your liability in such circumstances will be limited to €50, unless the loss, theft or misappropriation of the Card, PIN or any associated Security Credentials was undetectable to you, in which case you will have no liability for any unauthorised transactions.

- 10.6 Where any unauthorised transaction arises as a result of any fraud, or an intentional or grossly negligent breach of these conditions of use, by either you or any Cardholder or an employee or agent of either you or the Cardholder, you shall be liable for the full amount of such unauthorised transactions.
- 10.7 If a transaction is incorrectly executed because of an error by us, we will refund the amount of the incorrectly executed transaction and will restore the Account to the state it would have been in but for the incorrectly executed transaction. We reserve the right, however, to investigate a transaction to determine that it was incorrectly executed (for example, to confirm it was not received by the Payees' payment service provider) before making any refund.

- 10.8 If you and/or a Cardholder use the 3D Secure service, such use will constitute acceptance of the Terms of Use of 3D Secure. These Terms of Use can be found at [www.bankofireland.com/3DSecureTermsOfUse](http://www.bankofireland.com/3DSecureTermsOfUse).
- 10.9 If you or a Cardholder use the 3D Secure service, you and/or the Cardholder agree that we can conclude that the transaction was made by you and/or the Cardholder.
- 11.0 LOSS OF A CARD – WHAT YOU SHOULD DO**
- 11.1 You or the Cardholder must tell us immediately if the Card, Card details, 3D Secure Passcode or any other Security Credential is lost, mislaid or stolen or becomes known to anyone other than the Cardholder who is issued with the Card. To make a report: call Bank of Ireland Card Service, at 1890 706 706 or + 353 56 77 57 007 ( if abroad) and quote the Card number. You may also contact us to report any unauthorised transactions or the loss, theft or misappropriation of any Card or Security Credential free of charge via the Freephone number listed on our website [www.bankofireland.com](http://www.bankofireland.com).
- 11.2 You or the Cardholder must confirm any verbal report made under Clause 11.1 in writing to us if we so request. If we request a written report, the report is not deemed to have been made until it is made in writing.
- 11.3 The Card issued to the Cardholder must not be used once notification has been given to us under Clause 10.5 or 11.1.
- 11.4 You and the Cardholder must give us and our agents all available information on the circumstances of the loss, or theft of the Card or the disclosure of the PIN, 3D Secure Passcode or any other Security Credential and must take all reasonable steps to assist us or our agents to recover any missing Card
- 11.5 Renewals and replacements To avoid paper waste, we will send you and/or the Cardholder terms and conditions with the first Card we issue on your Account. We may not always include terms and conditions with renewal or replacement Cards. The most up to date version of the terms and conditions that apply to the Card can also always be found at [www.bankofireland.com](http://www.bankofireland.com). You and/or the Cardholder can also request a copy of your terms and conditions by calling into your local branch.
- 12.0 ENDING THIS AGREEMENT AND RETURNING THE CARD**
- 12.1 The Card belongs to us. This means we may take it back at any time. You or the Cardholder must return the Card immediately if we ask for it (it should be sent out in half vertically through the Chip).
- 12.2 You may cancel this Agreement or any Card at any time by sending a written notice to us.
- 12.3 We may either cancel this Agreement and/or any Card issued at any time by giving two months' notice to you.
- 12.4 In addition to our general right to cancel under Clause 12.3, we may either (a) cancel this Agreement or, (b) block the use or operation of one or more or all Cards if:
- 12.4.1 you or the Cardholder dies;
- 12.4.2 you cease to carry on business or threaten to do so;
- 12.4.3 where the Customer is or includes an individual) you are declared bankrupt or commit an act of bankruptcy or become insolvent (under Irish or other law) or seek legal protection from creditors or enter a composition or settlement agreement with creditors whether under a statutory scheme or otherwise;
- 12.4.4 (where the Customer is or includes an incorporated body) a wind up commences, or you are declared insolvent, enter a voluntary arrangement with your creditors or if your assets become subject to receivership, administration, a form of legal protection from your creditors (including examinership); or if anything analogous to any of the foregoing things occurs in the jurisdiction in which you are incorporated;
- 12.4.5 You or Cardholder have failed security checks in a manner that we deem unacceptable;
- 12.4.6 We have a reasonable suspicion of unauthorised or fraudulent activity on a Card (in which case we may block the Card but not terminate the Agreement);
- 12.4.7 There is a breach of this Agreement by you or a Cardholder.
- 12.4.8 If we write to the Cardholder but our correspondence is returned. (We may contact you to check the address but we are not obliged to)
- 12.5 If this Agreement is cancelled or any Card is closed or blocked, we will notify you. Where the Card is blocked, you will be advised how the block may be removed (if we are willing to do so).
- 12.6 If we cancel this Agreement, block the use of any Card or demand a return of any Card, you will remain liable to us for any use of the Card on or before such cancellation, blockage or return.
- 12.7 If the Account has not been used for 12 consecutive months, we may not automatically reissue the Card(s) on the Account.
- 13.0 USING THE CARD IN RETAILERS AND ONLINE**
- 13.1 The Cardholder may use the Card in conjunction with the PIN at a Payment Machine. To authorise a transaction the Cardholder must enter the PIN on the PIN pad attached to the Payment Machine. The amount of the transaction must be confirmed with the Retailer at the time of authorisation. The PIN will not be required to authorise a telephone, mail order or internet transaction, generally known as a cardholder not present transaction.
- 13.2 The 3D Secure Passcode or some other Security Credential may be required by us or the Retailer to authorise a Card transaction. You must make sure that we have your and the Cardholder's up to date mobile phone number to send 3D Secure Passcodes because if we do not have a valid mobile phone number for you or the Cardholder, you or the Cardholder may not be able to use the Credit Card for online transactions.
- 13.3 Some Retailers will apply for pre authorisation from us or our agents for a particular transaction even though the amount of that transaction is within the Individual Credit Card Limit. Giving pre authorisation will reduce the available credit of the Individual Credit Card Limit and your Overall Credit Limit.
- 13.4 We will not be liable for the refusal of a Retailer to accept or honour a Card. In some cases it may be necessary for a Retailer to obtain specific authorisation from us for a particular transaction even though the amount of the transaction is within an Individual Credit Card Limit. If we give the Retailer such an authorisation, it will reduce the available balance on the Card.
- 13.5 Sometimes, as part of our system to protect you or the Cardholder against fraud, we issue a "referral" message to a Retailer requiring the Retailer to contact us to ensure it is you or the Cardholder who has presented the Card. If the Retailer fails to do so and refuses or is unable to process the transaction, we are not liable.
- 13.6 Where a Retailer wishes to refund you, for a purchase made by a Cardholder using their Card, we will only credit the Account with the amount to be refunded on receipt of a properly issued refund voucher or other appropriate verification of the refund by the Retailer and until so credited the Account will be payable in full. Refunds are not treated as payments made to the Account and therefore will not be reflected in the current statement or eStatement amount due for settlement. The full amount due on the statement or eStatement must be settled in the normal manner to ensure you maintain the interest free period and any refund received will be recognised and taken into account in the following statement or eStatement. We are not responsible for any goods and/or services that we do not supply. We are not responsible for goods and/or services that we do not supply and will have no dealings concerning such goods or services with a Retailer on behalf of you or the Cardholder.
- 13.7 Where you or the Cardholder has authorised a Retailer to charge regular or recurring payments to the Account, and you or the Cardholder now wish to cancel that authority, you or the Cardholder must send a written cancellation notice to the Retailer, and should keep a copy of the letter. Without such a cancellation notice, the Retailer will remain authorised to charge payments to the Account, and we will be unable to block or refund any such payments.
- 14.0 CONTACTLESS TRANSACTIONS**
- 14.1 This clause applies when the Card has been enabled by us to allow you to carry out Contactless transactions.
- 14.2 The Cardholder can use the Card to make purchases for small amounts without using the Chip and PIN.
- 14.3 When making a payment using a Contactless Card reader the Cardholder must place the Card against the reader in the retail outlet. The Card will be detected and the payment is completed without the Cardholder entering their PIN. From time to time, for your security we may ask the Cardholder to conduct a Chip and PIN transaction in which case they must insert their Card and enter their PIN.
- 14.4 There is a limit on the value of each Contactless transaction set by the Card Scheme. Details of this limit are available at any branch of Bank of Ireland or at [www.bankofireland.com](http://www.bankofireland.com).
- 15.0 CHANGES TO THESE TERMS AND CONDITIONS**
- 15.1 We may add to or change these Terms and Conditions at any time including by varying fees and charges or introducing new ones. We may amend or vary any facility on a Cardholder's Card at any time.
- 15.2 We will tell you in advance if we add to or change these terms and conditions or if we add new fees and charges or change existing ones or amend or alter any facility on your Card. The notice we will give you will follow the laws and regulations that apply at that time and we will choose the way we tell you. If you are a Microenterprise we will give you two months advance notice. If you are not a Microenterprise we will usually tell you two months in advance but we may also implement changes immediately and inform you afterwards.
- 15.3 If we change or add to these terms and conditions, and you do not wish to accept the change, you may end this contract (there will be no charge for this) and return the Card to us but first you must repay us any money, interest, fees, charges or Government Duty that you already owe us in connection with your Account. If you do not ask us to end this contract you are deemed to accept the changes which we will tell you about under Clause 15.3 on their effective date.
- 15.4 You shall also, on termination under this Clause 15.4, return all Cards in the manner set out in Clause 12.1.
- 15.5 We may change any or all interest rates, other fees or charges concerning the Card or the Account. If we do so we will inform you of the changes in a way we deem appropriate, except when the change is to your benefit. If the change is to your benefit we may make the change immediately and inform you of the change afterwards.

## **16.0 USE OF PERSONAL DATA**

- 16.1 Each
- (a) Cardholder
  - (b) Customer who is an individual; and
  - (c) Company Administrator named on the application form for the Card (the Parties) confirms that they understand that the provision of the information (including personal information) to the Bank is a contractual requirement, is necessary for the bank to comply with its legal obligations or used by the Bank in its legitimate business interests as set out in the Bank of Ireland Data Privacy Notice which may be updated from time to time and which is available on request, from a branch or at [www.bankofireland.com/privacy](http://www.bankofireland.com/privacy). This notice is a guide to how the Bank of Ireland Group processes personal data. The Cardholder gives consent to us using the Cardholder's personal information to provide you with payment services.

## **17.0 DELAYS, FAILURES AND RECORDS**

- 17.1 We will not be liable to you, a Cardholder or any other person for any delay or failure in performing any of our obligations in respect of the use of the Card where such delay or failure arises directly or indirectly from an Act of God, civil disturbance, industrial dispute or any circumstance beyond our control.
- 17.2 The books and records kept by us (or on our behalf) whether on paper, microfilm, by electronic recording or otherwise are, in the absence of manifest error, enough evidence of any facts or dealing relating to the Account and we may rely on them as such.

## **18.0 READING THIS DOCUMENT**

- 18.1 Each of these Terms and Conditions is separate from the others. If any Term or Condition is illegal or cannot be enforced now or in future, the rest of these Terms and Conditions will remain in full force and effect.
- 18.2 If we do not enforce the rights we have under these terms and conditions or we delay in enforcing them, we may still enforce those rights in the future. This applies even if we did not enforce or delayed enforcing those rights on many occasions.
- 18.3 A reference to a thing done or to be done by us includes a reference to a thing done or to be done by our agent where the context admits or requires.
- 18.4 The headings used in these terms and conditions are to assist you and do not form part of the legal agreement between you and us.
- 18.5 A reference to "person" includes a reference to a human being, corporation, partnership or organisation; an "individual" is a human being and includes a reference to the estate of a deceased individual.
- 18.6 A reference in the singular includes a reference in the plural and vice versa where this makes sense (for example "person" can mean "persons" or can mean "a person").
- 18.7 A reference to "Card" does not necessarily mean a plastic credit card in conventional form; the expression shall include a reference to devices or means of payment in some other form where the context admits or requires that interpretation but not where these Terms and Conditions expressly provide or (by the factual context of a passage) imply otherwise.

## **19.0 LAW AND LANGUAGE**

- 19.1 This Agreement and the use of each Card are subject to Irish Law and the Courts of Ireland have jurisdiction in any matter arising from them.
- 19.2 We will communicate with you in English in relation to each card and this Agreement.

## **20.0 COMPLAINTS**

- 20.1 We want to provide you with excellent service at all times and hope we do not give you grounds for complaint. However, if you wish to make a complaint you may do so by writing to us at Group Customer Complaints at the address listed on the complaints page of our website ([www.bankofireland.com](http://www.bankofireland.com)). You can also inform your bank branch or any branch near you about your problem. You also have the choice to make the complaint to our Customer Care Unit by phone on 0818 200 365 (+353 1 404 4000 if calling from abroad). If we cannot resolve your complaint within five Banking Days, we will respond to your complaint in writing, or, if we hold an email address for you, you agree we may respond by email. In the event that you are not satisfied with our response you can refer the matter to the Financial Services and Pensions Ombudsman by writing to The Financial Services and Pensions Ombudsman, Third Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

