

# Business Credit Card Agreement

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 cut 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.

## BUSINESS CREDIT CARDS AND GOLD BUSINESS CREDIT CARDS INTEREST RATES, FEES AND CHARGES\*

(Effective from 2nd July 2014)

\*Interest Rates, Fees & Charges are correct at the time of printing and are subject to change.

Fee	Business Credit	Gold Business
Interest rate (for purchases)	17.39%(variable)	17.39%(variable)
Interest rate (for Cash)	17.39%(variable)	17.39%(variable)
Annual Fee	€31 per card	€120 per card
Cross Border Handling Fee Transactions in euro within the European Union and certain non European Economic Areas to which the relevant European Union regulations apply	No Charge	No Charge
All other transactions	2.25% of value of transaction	2.25% of value of transaction
Copy Statement on request	€3.80 for the first page of each individual statement, €2.50 for each subsequent statement page	€3.80 for the first page of each individual statement, €2.50 for each subsequent statement page
Cash Advance Fee	1.5% of value of transaction (min €2.54)	1.5% of value of transaction (min €2.54)
Returned Payment Charge	€3.17 per unpaid item	€3.17 per unpaid item
Government Stamp Duty – charged annually on 1st April	€30 per card	€30 per card

For further information log on to [www.bankofireland.com](http://www.bankofireland.com).

Bank of Ireland is regulated by the Central Bank of Ireland.

Online; reference; CCA 81-82.4 (05/19)