

# TERMS AND CONDITIONS – Corporate Card Account

The following Terms and Conditions apply to your reloadable prepaid Corporate Card Account (“Account”) and associated Corporate Cards which can be used for the purchase of goods and services where the MasterCard® acceptance mark is shown.

Your Account will have a Primary Corporate Card (“PCC”) and can have Additional Corporate Cards (“ACC”) associated to it. The term Card includes both the PCC and each ACC.

These Terms and Conditions apply to you, the PCC holder and to any ACC holder you permit.

## CONTACT INFORMATION

The Account will be operated by Advanced Payment Solutions Limited (“APS”) on behalf of APS Financial Limited (“AFL”). Contact AFL or APS (“We”, “Us” or “Our”) by: **Web:** see the web address printed on the brochure provided with your Card. **Post:** Customer Services, PO Box 466, Salford, M50 2XU. **Telephone:** using the telephone number provided on i) the letter or brochure provided with your Card, or ii) the website. Calls to an 0871 number will be charged at 10p per minute from BT landlines. Calls will be charged to the nearest second and may be recorded. Calls from other networks or from outside the UK may cost more. Please contact your service provider for details.

## 1. FEES AND CHARGES

1.1 All Fees and Charges relating to the Account are detailed in the Fees Summary within these Terms and Conditions. By applying for the Account you, the PCC holder, agree to pay all applicable fees you and any ACC holder may incur whilst using the Account.

## 2. APPLYING FOR A CARD

2.1 To apply for an Account you must be a UK based business. Sole traders, partnerships and limited companies as well as other approved entities are eligible.  
2.2 To open an Account you will need to pay the relevant Card issue fee, and where applicable, the first monthly fee (See Fees Summary).  
2.3 PO and mail box addresses are unacceptable. If an Account is opened using such an address it will be blocked without reference to you.  
2.4 Where applicable and subject to the limit stated in clause 3.2 you can apply for ACCs on an Account. Each ACC holder will be required to agree to the Card Terms and Conditions and acknowledge that the PCC holder will have access to the details of all transactions made using their ACC. Failure of an ACC holder to do this will result in their Card being blocked without reference to the PCC holder.

2.5 By applying for an Account or by activating your card you are agreeing to these Terms and Conditions.

## 3. ACCOUNTS LIMITS AND USAGE

3.1 All cards will be issued with Express Access. We will seek to upgrade your Account to Total Access and will advise you of the outcome. We reserve the right to restrict cardholders to one Express Access Account (Sterling, Euro or Dollar). For details see Clause 3.2.

| 3.2                             | Express Access <sup>1</sup> | Total Account <sup>2</sup> |
|---------------------------------|-----------------------------|----------------------------|
| Maximum Balance                 | £2,000                      | £15,000 <sup>3</sup>       |
| Maximum Top-up                  | £2,000                      | £15,000                    |
| Maximum Annual Top-up/Spend     | £2,000                      | Unlimited                  |
| Maximum Spend per transaction   | £800                        | Unlimited                  |
| Maximum ATM withdrawals per day | £250                        | £500                       |
| Maximum Annual ATM spend        | £800 <sup>4</sup>           | Unlimited                  |
| Maximum ACCs                    | N/A                         | 99                         |
| Top-up – Bank transfer          | Not allowed                 | Allowed                    |
| Top-up – Retail Outlets         | Allowed                     | Allowed                    |

1 Express Access customers can get Total Access by providing proof of their ID and Address or other documents by approval

2 Total Access customers have full use of all the features of their card immediately

3 Higher limits may be made available at card issuer AFL's sole discretion

4 The £800 limit includes quasi-cash purchases – see Clause 3.12

## 3.3 Funds in your Account will not earn interest.

3.4 Cardholders can use their Card with their unique personal identification number (“PIN”) to withdraw cash from ATMs and at bank counters. A withdrawal fee will apply (see Fees Summary).  
3.5 We reserve the right to i) block, ii) decline or iii) apply special security procedures in respect of transactions, by category, location or merchant, where fraud is suspected or in the event of other exceptional circumstances.  
3.6 If you wish to use your Card for pay-at-the-pump fuel you must contact Customer Services who will advise whether this facility is available to you. Your Card can only be used for car hire when you have been advised the facility is available through your Members' Area.  
3.7 If you, the PCC holder, wish to find out details of transactions on or information about or view/amend features of your Account you can do so 24/7 via the Members' Area of the website. ACC holders will have access to statement information only via the automated telephone service, and subject to your agreement, via the Members' Area.  
3.8 Payments using Cards for any transaction made in a currency other than sterling, will be made in line with the MasterCard system. Where applicable the exchange rate will be the wholesale rate applied by MasterCard adjusted by a percentage set from time to time by the Issuer (see Fees Summary).  
3.9 Funds to cover the authorised transactions received by us will be paid to the merchant or ATM operator on the day we receive the transaction instruction.  
3.10 Any refunds for goods and services purchased with Cards will be made in accordance with the refund policy of the provider.  
3.11 We reserve the right to require you and any ACC holders to register for, and use the enhanced online transaction security system referred to as MasterCard SecureCode.  
3.12 Quasi-cash purchases include merchandise and services provided by financial institutions such as travellers cheques, foreign currency, loan fees and counselling fees.  
3.13 If a direct debit payment falls due and the account has insufficient funds available to cover the full payment, the payment will be declined and AFL reserves the right to have the instruction to pay removed from your account. In this event, the instruction will only be reinstated on receipt of a new mandate from the originator.

## 4. KEEPING YOUR CARD AND PIN SAFE

4.1 Using a Card and PIN to authorise transactions and to withdraw cash from an ATM will be the primary way for cardholders to take money out of the Account. Once a PIN has been accepted the transaction or withdrawal cannot be cancelled. However, the following transactions may be withdrawn if you give notice to the supplier (providing a copy of the notice to us):  
– any transaction which is agreed to take place on a date later than the date it was authorised as long as notice was provided no later than the close of business on the business day before it was due to take place;  
– bill payments or direct debits if they are to occur after the date of the withdrawal.  
4.2 Cardholders should keep a PIN safe, by memorising it, never disclosing it to anyone nor by letting anyone see them enter it. We recommend that cardholders do not write their PIN down.  
4.3 If a Cardholder suspects that someone else knows their PIN, they should change it as soon as possible.  
4.4 Cardholders should keep their Card safe at all times and never give it to anyone.

## 5. REPORTING LOST AND STOLEN CARDS

5.1 If a Card is lost, stolen or a Cardholder suspects it is being used in an unauthorised manner call us immediately using the telephone number provided. We will take immediate action to protect the money in the Account.  
5.2 If there is money in the Account we will cancel the Card and issue a new Card to the PCC holder within 7 days, a Card replacement fee will apply (see Fees Summary).

## 6. REPORTING TRANSACTION DISPUTES

6.1 For information on reporting transaction disputes see the website.  
6.2 You may be entitled to claim a refund where a transaction was not authorised or incorrectly posted to the Account. If you believe that any of the transactions on the Account were unauthorised or incorrectly posted to the Account, you must notify us as soon as you become aware but not later than 13 months of the date of the debit. If the transaction in dispute is one where the exact amount of the transaction was unknown at the time of authorisation (e.g. car hire) the dispute must be advised to us within 8 weeks of the date of the debit after which your right to challenge a payment will expire. In all instances we will attempt to assist you with any qualifying dispute under the MasterCard scheme regulations.  
6.3 Unless we have reason to suspect fraud, or deliberate or grossly negligent behaviour on you or an ACC holder's part we will refund the amount of the transaction. We will require your written confirmation of the disputed transaction on a form that we will provide you. If i) written confirmation is not received or ii) a refund is made in respect of a transaction that later turns out to be genuine, we will re-deduct the amount of the transaction from your Account plus, in the event of ii) only, we will charge you a fee of £20.00.  
6.4 If our investigations show that there have been unauthorised or incorrectly executed transactions on your Account then so long as your claim is made within the time limits specified in 6.2 you will not be liable for these sums.

## 7. ADVISING CHANGES OF NAME, ADDRESS OR CONTACT DETAILS

7.1 If you or an ACC holder change name, address or contact details such as telephone numbers or email addresses you must notify us within 14 days.

## 8. WHAT HAPPENS WHEN YOUR CARD EXPIRES?

8.1 Your Card will be valid for the period ending on the date set out on your Card. You will not be able to use your Card after the expiry date.  
8.2 We may automatically renew the Card on the same pricing plan as the expiring Card unless requested otherwise.  
8.3 The Card issue fee (see Fees Summary) will be charged on or shortly after the date of issue of the replacement Card.

## 9. PROTECTING YOUR PERSONAL DATA

9.1 We are the data controller of personal data given to us in connection with the Account and that we collect for marketing purposes. We may use third parties to process personal data on our behalf.  
9.2 We will process and retain personal data in order to open, administer and run the Account and to deal with any enquiries you have about it.  
9.3 If we suspect that we have been given false or inaccurate information, we may record our suspicion together with any other relevant information.

9.4 If false or inaccurate information is provided and fraud is identified, we may pass details to Fraud Prevention Agencies (“FPAs”) to prevent fraud and money laundering.  
9.5 We may check all personal information given by you with FPAs and other organisations, and we may get information about you from credit reference agencies to verify your identity. A record of such enquiries may be left on your file.  
9.6 If the Account balance becomes negative and you as the PCC holder do not pay back the money owed when asked we may provide information about you to credit reference agencies.  
9.7 Personal data may also be transferred confidentially to other organisations within the APS group of companies and to third parties so that we can run the Account.  
9.8 If, when you apply for your Card, you opt in to receiving marketing information via email/mobile phone &/or do not opt out of receiving marketing by telephone or mail we and third parties, with whom we may share personal data, may from time to time contact you with details of products and services we think may be of interest to you. If you do not want us to share personal data or to receive such communications please advise Customer Services.  
9.9 We reserve the right to process data in countries outside the European Union, including the United States of America.

## 10. WHO IS RUNNING MY CARD ACCOUNTS?

10.1 Your Card is issued by AFL who is authorised by the Financial Services Authority under the Electronic Money Regulations 2011 for the issuing of electronic money [www.fsa.gov.uk/register/2EMD/2EMD\\_MasterRegister.html](http://www.fsa.gov.uk/register/2EMD/2EMD_MasterRegister.html) Reference 900002. Your Account will be operated by APS on AFL's behalf. APS and AFL's Company Numbers are 04947027 & 06029941. Their registered offices are situated at 6th Floor, One London Wall, London, EC2Y 5EB.

## 11. WHAT LAW APPLIES?

11.1 English law applies to these Terms and Conditions and English courts will deal with any legal proceedings between us. All dealings will be in English.

## 12. RIGHTS AND OBLIGATIONS

12.1 This agreement remains in force until and unless cancelled in accordance with Clauses 12.2(i), 12.2(ii) or 12.4(i) below. In the event of closure under 12.2(ii) or 12.4(i) any advance payment made in respect of any Card service charges will be returned on a pro-rata basis. Additionally when your Annual Card fee has been levied, should you decide to close your Account, you will be entitled to a full refund if you notify us within 14 days.

12.2 You, the PCC holder, have the right to:  
i) withdraw from this agreement without cause and without penalty for a period of 14 days from the date on which you open the Account by paying the Card issue fee and, if applicable, the first monthly fee (“Account Opening Date”). To do this you must write to Customer Services and if a Card(s) has been issued, return the Card(s), cut in half.  
ii) close the Account at any other time. To do this you must write to Customer Services and return the Card(s) cut in half. Note: following receipt of your Card(s) we will wait 10 days for transactions to be processed. Once all transactions and fees have been deducted, any balance on the Account will be returned to you. As this process may take up to 30 days you may prefer to withdraw funds by ATM or by making purchases at a MasterCard outlet. A cancellation fee will apply (see Fees Summary) unless i) the cancellation occurs 12 months or more after opening the Account, ii) we have terminated your right to use the card or iii) following a change in these Terms and Conditions which would leave you disadvantaged.

iii) know more about the information we pass to third parties or that held by FPAs, or to obtain a list of the third parties with whom we share information.

iv) receive, subject to payment of a fee, details of the personal data we hold about you.

v) receive a copy of these Terms and Conditions at any time.

vi) where eligible, contact the Financial Ombudsman Service at: **Address:** South Quay Plaza, 183 Marsh Wall, London, E14 9SR; **Telephone:** 0845 080 1800; **E-mail:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk), if we are unable to resolve any complaint through our internal complaints procedure. A copy of our complaints procedure is available on request.

12.3 We have the right to;  
i) refuse to issue/reissue or activate a Card and, subject to giving you 60 days notice, the right to terminate a Card that has been issued.

ii) decline top-ups and transactions, and

iii) subject to 60 days notice change the Account Limits (see Clause 3.2).

12.4 You must not spend more than you have on your Account. Any attempt to do so may result in us taking criminal and/or civil action against you.

12.5 These Terms and Conditions will continue notwithstanding any action we take in respect of Clauses 12.3 & 12.4.

## 13. LIABILITY

13.1 If anything which we are not reasonably able to control, including but not limited to defects relating to the Card, stops or delays us from doing something we are supposed to do under these Terms and Conditions, we will not be responsible for any loss which you may suffer.

13.2 If you or any ACC holder are affected by something which is our fault, including the inability to use a Card due to necessary operational maintenance we will only be responsible for the loss suffered as a direct result up to a maximum of the balance on your Account, subject to this not exceeding £50,000 and not for any other loss (for example, loss of reputation).

13.3 Provided you or any ACC holder have not acted fraudulently or without reasonable care, your maximum liability for any transactions or fees incurred on your Account if someone else uses your Card before you report it lost or stolen will be £50.00.

13.4 You will be responsible for i) any unauthorised activity if you or any ACC holder acts fraudulently or without necessary care and ii) any loss or fraud that results directly from a Cardholder's failure to advise us promptly of any name, address or contact details changes.

13.5 You will be responsible for the use of any additional cards and for any applicable fees or charges that the additional cardholders may incur. You can cancel the use of an additional card on your Account at any time by contacting Customer Services.

13.6 In the event that you or an ACC holder do not use a Card in accordance with these Terms and Conditions or we find that you or they are using the Card fraudulently we reserve the right to charge you for any reasonable costs that we incur in taking action to stop you or them using the Card and to recover any monies owed as a result of your or their activities.

13.7 We accept no responsibility or liability for the goods or services that you or an ACC holder purchase with a Card or for any product or service discounts arising from the purchase of a Card.

13.8 We accept no responsibility or liability for a merchant refusing to honour a transaction on a Card or failing to cancel an authorisation.

13.9 The Financial Services Compensation Scheme is not applicable for this Card. No other compensation schemes exist to cover losses claimed in connection with this Card. This means that in the unlikely event that AFL becomes insolvent your funds may become valueless and unusable and as a result you may lose your money.

13.10 The funds on the Account are held in trust by Royal Bank of Scotland, 5-10 Great Tower Street, London, EC3P 3HX.  
13.11 If you purchase your Card using a debit card and your Account balance subsequently becomes negative you authorise us to claim the amount of the overdraft from your debit card.

## 14. HOW WILL YOU KNOW ABOUT ANY CHANGES TO THESE TERMS AND CONDITIONS?

14.1 Changes to these Terms and Conditions including changes to the figures in the Fees Summary and Clause 3.2 will be posted on the Members' Area. You should check the Member's Area regularly for such notices and changes. You will be taken to have accepted the notified change unless you tell us that you do not agree to the change prior to the change being effective. In that event we will treat that notice as notification that you wish immediately to terminate. In such circumstances we will refund any balance on the Card and you will not be charged a refund fee. Except in exceptional circumstances, e.g. customer fraud or a security breach, we will give 60 days notice of any change.

## FEES SUMMARY

|  | Premier             |
|--|---------------------|
| Card issue fee (new & annual)  | Up to £29.99        |
| Card issue fee (additional <sup>1</sup> & replacement)   | Up to £9.95         |
| UK purchase transactions in Sterling (£)   | FREE & unlimited    |
| Top-up by cash <sup>2</sup>  | FREE                |
| Online account management – 24/7   | FREE                |
| Direct Debit transaction fee   | up to £0.99         |
| ATM withdrawals UK (Non UK) <sup>2</sup>   | Up to £2.00 (£3.00) |
| Cash withdrawals at bank or quasi-cash purchases <sup>2</sup>  | £3.00               |
| Cancellation fee where applicable (for refund of cash value in the Account)  | £10.00              |
| Account maintenance (only applies if Account has no transactions including top-ups for a period of 120 days from date of last transaction) | NA                  |
| Foreign transaction fee as % of amount withdrawn/spent <sup>3</sup>  | 2.99%               |

1 Only available to customers with Total Access

2 Some financial institutions or associations, or top-up outlets may charge additional fees. Please check at the time you withdraw or top-up your Account.

3 Transactions in a currency other than pounds sterling will be converted to pounds at the exchange rate applicable at the time (see Clause 3.8).