

American Express® Corporate Card
Cardmember Application Form

Please complete this Application Form in capital letters using black ink. All fields marked with an * are mandatory and forms cannot be processed without them.

1. Card and Liability Type

Card Type: (Fees may apply - see terms and conditions attached to this application.)
☐ Green Corporate Card

Liability Type:
☐ Joint and Several Liability

2. Personal Details

Title: ☐ Mr ☐ Mrs ☐ Ms ☐ Miss Other ☐

First Names:*

Surname:*

Please PRINT your name as you wish it to appear on the Card in no more than 20 letters and spaces (initials for first names are acceptable):

Date of Birth: * (DDMMYYYY)

Please provide your permanent home address. ☐

If outside the UK please provide and tick here to confirm.

Home Address:*

Country:*

Postcode:*

Home Tel Number: * (inc. country & area code)

Office Tel Number: (inc. country & area code)

Mobile Tel Number:

Please give your mother's maiden name. This will be used to confirm your identity for security purposes and to protect against fraud:*

E-mail address (This will only be used for servicing purposes by American Express unless you choose to receive marketing offers by ticking the box below):*

☐ American Express would like to send you offers by e-mail, including information on benefits, products and services. We will not pass on your e-mail to anyone else. If you wish to receive these offers, please tick box. You may update your preferences via the Privacy Statement link on the American Express website.

Position in Company:*

Employee Number:

Department Code:

Date Joined Company: (DDMMYYYY)

Do you have any current/previous American Express Cards?
☐ Yes ☐ No If yes, please provide details if known:
3 7 - -

Please indicate where you would like your Card to be sent (your Card will be delivered to this address unless we have arranged for your Company to distribute it).
☐ Office ☐ Home

By signing below, I confirm that I have received a copy of the American Express Corporate Card Terms and Conditions included in this application and agree to those Terms and Conditions. I authorise American Express Services Europe Limited ("American Express") and/or its representatives to contact credit reference agencies and any other source to obtain any information they require to establish the Account including, but not limited to, information required to establish my identity. I understand that American Express may decline this application without giving a reason and without entering into any correspondence.*

Applicant's Signature: ☐

3. Request for Urgent Delivery

If the Card is required within 5 working days please tick this box: ☐

Advise date by which Card is required: ☐

A fee of £20.00 will be incurred for any requests for urgent delivery. This sum will be billed to the first statement. Normal Card delivery is within 12 working days. Urgent delivery Cards will not be Chip & PIN.

4. Company Details

Company Name:*

Company Address:*

Country:*

Postcode:*

5. To be Completed by your Company

It is essential that the form is counter-signed by a Programme Administrator or other authorised signatory, signed for and on behalf of the Company.

Print Name:*

Position in Company:*

Please insert the Basic Control Account number under which this Application Form should be processed: (in case of query please contact Corporate Card Services on 01273 689955)*

The Company has verified that the details supplied by the Applicant are correct and has confirmed the identity of the Applicant and hereby approves the Applicant's application.

Authorised Signatory's signature: (if applicable) ☐


X

Line manager/other authorisation (if applicable)

Authorised Signatory's signature: (if applicable) ☐

X

6. Direct Debit Details

If you wish to pay your account by Direct Debit, please fill in the information below: 

Originator's Identification Number: 9 9 0 0 3 7

Name(s) of Account Holder(s):

Account Number:

Branch Sort Code:

Bank Name:

Bank Address:

☐ Instruction to your Bank or Building Society to pay by Direct Debit

Please pay American Express Services Europe Limited Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with American Express Services Europe Limited and, if so, details will be passed electronically to my Bank/Building Society.

Banks and Building Societies may not accept Direct Debit Instructions from some types of account.

Authorised Signatory's signature: ☐

X

Please return your completed Application Form to: American Express Services Europe Limited, FREEPOST, PO Box 88, Brighton BN88 1ZL (No stamp required). In case of emergency, you may fax your card application to us on 01273 667111.

Please retain the Direct Debit Guarantee slip before posting.



American Express Corporate Card Cardmember Terms and Conditions

1. Acceptance

Before you sign and submit an Application Form or sign or use the American Express Card, please read this Agreement very carefully. By submitting an Application Form, signing or using the Card, you agree to the terms of this Agreement. This Agreement replaces any previous agreement provided to you for your Card.

Our provision of the Card and your acceptance and use of it will be governed by this Agreement. This Agreement shall be open ended. If you do not wish to be bound by this Agreement, please either destroy or return all Cards to us and inform us that you wish to cancel the Card. You can request a further copy of this Agreement for free at any time during the term of the Agreement and we will make copies available via the Programme Administrator. This Agreement and all communications between us concerning this Agreement shall be in English.

2. Definitions

In this Agreement:

- a. "Account" or "Corporate Card Account" means any account we maintain in relation to the Card;
- b. "American Express Entity" means each of our subsidiaries, parent and affiliated companies and other organisations that issue American Express Cards and "American Express Entities" means any one or more American Express Entity;
- c. "Card" means the American Express Corporate Card issued to you on a Corporate Card Account, for the purpose of purchasing goods and/or services for your Company's business purposes;
- d. "Charges" means all transactions made using the Card or otherwise charged to your Account and includes cash advances, purchases, fees, commissions, interest, taxes and all other amounts you have agreed to pay us or are liable for under this Agreement;
- e. "Code(s)" means each of your PIN (Personal Identification Number), your telephone code(s), your on-line password(s) and any other code(s) used on your Account;
- f. "Merchant(s)" mean firms and organisations accepting American Express Cards for the payment of goods or services;
- g. "Programme Administrator" means the person designated by your Company to act on its behalf in communicating with us about Corporate Card accounts including your Account and in passing on to you information we provide in relation to the Card and your Corporate Card Account;
- h. "We", "our" and "us" refer to American Express Services Europe Limited (Registered Address at Companies House: Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX, UK. Registered Number at Companies House: 1833139), its successors and assignees;
- i. "You" means the Cardmember, the person whose name appears on the Card; and
- j. "Your Company" means the company, business or firm that we have an agreement with for the provision of your Card and by whom you are authorised to incur approved business expenditure on the Card.

3. Use of the Card/Code(s)

- a. By presenting your Card to a Merchant and either you entering your Code or signing for your purchase, you agree that your Account will be debited for payment. For online, telephone or mail order purchases, you agree to the transaction when you provide your Card number and related Card/Account details and you follow the Merchant's instructions for processing your payment. You may also be deemed to consent to a transaction in any agreement you enter into with a Merchant in which an amount is specified in such agreement and you have authorised the Merchant to debit your Card for the transaction. In your dealings with us, you may also verbally consent or confirm your agreement to all or part of a Charge after a Charge has been submitted. You cannot cancel Charges once they have been authorised.
- b. You agree that we will consider your instruction for paying a Merchant to be made on the date when you must make any payment to us in relation to a Charge appearing on your Statement. This does not affect the date on which the Merchant is paid (which is agreed separately with the Merchant), the validity of using your Card as a means of payment when you authorise the Card transaction or the fact that you are obliged to pay us for the transaction when you authorise it.
- c. To prevent misuse of your Card, you must ensure in each case that you:
 - i) sign the Card in ink as soon as received;
 - ii) keep the Card secure at all times;
 - iii) regularly check that you still have the Card in your possession;
 - iv) do not let anyone else use the Card;
 - v) ensure that you retrieve the Card after making a Charge; and
 - vi) never give out your Card details, except when using the Card in accordance with this Agreement.
- d. To protect your Codes, you must in each case ensure that you:
 - i) memorise the Code;
 - ii) destroy our communication informing you of the Code (if applicable);
 - iii) do not write the Code on the Card;
 - iv) do not keep a record of the Code with or near the Card or Account details;
 - v) do not tell the Code to anyone;
 - vi) if you select a Code, do not choose a code that can easily be associated with you such as your name, date of birth or telephone number; and
 - vii) take care to prevent anyone else seeing the Code when entering it into an Automatic Teller Machine ("ATM") or other electronic device.

4. Permitted Uses

- a. You are the only person who may use the Card. The Card is issued to you solely for the purchase of goods and services for your Company's business purposes and in accordance with your Company's policies.
- b. You may use your Card, subject to any restrictions set out in this Agreement, to pay for goods and services from Merchants who accept the Card, except where your Company has restricted use of the Card at a Merchant.
- c. If we agree, you may also use your Account to obtain cash advances at any ATM that accepts the Card.
- d. If permitted by the Merchant, you may return to the Merchant goods or services obtained using your Card and receive a credit to your Account.

5. Prohibited Uses

- a. You must not:
 - i) give your Card or Account number to others or allow them to use your Card or Account for Charges, identification or any other purpose, other than as permitted to give your consent to a transaction in accordance with the "Use of the Card/Code(s)" section of this Agreement;
 - ii) return goods or services obtained using your Account for a cash refund;
 - iii) use your Card to obtain cash from a Merchant for a Charge recorded as a purchase;

- iv) obtain a credit to your Account except by way of a refund for goods or services previously purchased on your Account;
 - v) use your Card if you are bankrupt or insolvent or if you do not honestly expect to be able to pay any amounts in full and on time that you are liable to pay us under this Agreement;
 - vi) use your Card if it is found after having been reported to us as lost or stolen;
 - vii) use your Account if your Card has been suspended or cancelled or after the valid date shown on the front of the Card;
 - viii) use your Account for an unlawful purpose, including the purchase of goods or services prohibited by the laws of the United Kingdom or any other country where the Card is used or where the goods or services are provided;
 - ix) use your Card to pay for goods or services for re-sale (called Items for Resale). The Card can only be used to purchase Items for Resale if we have agreed to this with your Company; or
 - x) use your Card for Charges which are not bona fide purchases of goods and services.
- b. It is your responsibility to ensure that there is no prohibited use of your Account. You will be responsible for any prohibited use of your Account even if we did not prevent or stop the prohibited use.

6. Cash Advances

- a. If we permit you to obtain cash advances with your Card, then:
 - i) you must enrol in the Express Cash Service and obtain a Code to access ATMs that accept the Card;
 - ii) we may impose limits and restrictions on cash advances such as the minimum and maximum limits that apply to cash advances for each transaction, day, Statement period or otherwise;
 - iii) participating financial institutions and ATM operators may also impose their own limits and restrictions on cash advances such as limits on the number of cash advances, the amount of each cash advance and access to and available services at ATMs;
 - iv) we reserve the right, without cause and without providing any notice to you, to terminate your access to ATMs, even if your Account is not in default;
 - v) fees apply as set out in the "Fees" section of this Agreement and the ATM provider may also charge a fee; and
 - vi) you must comply with any additional terms and conditions that we may provide to you.

7. Statements

- a. We will make available to you statements of account (called Statements) periodically and at least once a month if there has been any account activity. Unless we agree with your Company otherwise, if you enrol in, or if we enrol you automatically in, our online statement service (called Online Statement Service) your Statement is available to you online. We may also make your Statement available via the Programme Administrator. Terms and conditions apply to your use of our Online Statement Service and are set out in the "Online Statement Service Terms and Conditions" section of this Agreement. Your Statement will show important information about your Account, such as the outstanding balance on the last day of the Statement period, the payment due, the payment due date, the currency conversion rate and applicable fees and will include Charges made by you. We reserve the right to make some Account data available to you on request once a month and, in such case, we will notify you in your Statement.
- b. Always check each Statement for accuracy and contact us as soon as possible if you need more information about a Charge on any Statement. If you have a question about or a concern with your Statement or any Charge on it, inform us immediately. We will expect this to be within one (1) month of receipt of your Statement and if you do not query a Charge that you believe is unauthorised or inaccurate within this period, or up to thirteen (13) months in exceptional circumstances, you or your Company will be liable for the unauthorised Charge. If we request, you agree to promptly provide us with written confirmation of your question or concern and any information we may require that relates to your question or concern.
- c. You agree we may send you notices, including notices of variation of this Agreement, with your Statement.

8. Online Statement Service Terms and Conditions

- a. If you are enrolled in our Online Statement Service you may access the service via our web site, using your user id and password (called your Security Information). You will not receive paper Statements unless we have reason to send you one such as if your Account is overdue.
- b. You are responsible for obtaining and maintaining your own compatible computer system, software and communications lines required by you to properly access the Online Statement Service. We have no responsibility or liability in respect to your equipment.
- c. You are responsible for all telecommunications and similar charges incurred by you in gaining access to and using the Online Statement Service.
- d. We may alter the facilities available under the Online Statement Service at any time. We will inform you of these changes and any corresponding changes to Online Statement terms and conditions in accordance with the "Changes" section of this Agreement.
- e. Your Security Information is confidential to you and must not be shared with any other person or recorded in an insecure location accessible to anyone else. We are not responsible for any misuse of the Online Statement Service by you or anyone else nor for any disclosure of confidential information by us where you have failed to take reasonable precautions to maintain your Security Information.
- f. We may terminate, withdraw, modify or suspend the use of the Online Statement Service at any time. Except where security requires it or in circumstances beyond our control or in the event of fraud or your breach of these Online Statement Service terms and conditions, we will give you prior notice of our withdrawal or suspension of the Online Statement Service in accordance with the "Changes" section of this Agreement.
- g. If we detect that the e-mail address you have provided is invalid, the e-mails that are sent to your address are returned or are not received by you, we may revert to sending you printed Corporate Card Account Statements through the post or may attempt to contact you or your Company. Our action or inaction does not limit your obligations under this Agreement.
- h. When your Statement is made available in accordance with the "Statements" section of this Agreement, we will send you a notification to the e-mail address you have provided to us to advise you that your Statement is ready to view online.
- i. We will not be responsible in the case any e-mail sent to you under this Agreement is not received by you due to your e-mail address having changed or being invalid or due to systems failure, interruptions in the communications systems or other reasons outside our control.
- j. If you do not receive your notification e-mail, you are required to obtain your account balance either by logging on to our Online Statement Service via our web site or calling the Customer Service telephone number printed on the reverse of your Card.
- k. The fact that you have not received our e-mail notification or you have not been able to access your Statement online does not constitute an exception to your obligation to pay your Corporate Card Account balance on time.



9. **Fees**
 - a. The fees and commissions that apply to your Account are set out below.
 - b. A maximum Card Membership Annual Fee of £45 for the Corporate Green Card, £85 for the Corporate Gold Card or £300 for the Corporate Platinum Card is payable annually beginning on the first Statement after the Card is issued and then at the beginning of each membership year unless we agree with your Company otherwise. A membership year starts on the anniversary of Card membership and ends on the day before the next anniversary of Card membership, (called Card Anniversary Date).
 - c. A Late Payment Fee is payable in the following circumstances:
 - i) if an amount of more than £25 is outstanding on your Account at thirty-five (35) days from your Statement Date, we may charge a fee equal to £15 plus 2% of all outstanding sums which are then unpaid, to be calculated and applied on each subsequent Statement date; or
 - ii) if an amount of more than £25 is outstanding on your Account at sixty (60) days from your Statement Date, we may charge a fee equal to £15 plus 2% of all outstanding sums which are then unpaid, to be calculated and applied on each subsequent Statement date.
 - d. If your Account is sixty (60) days overdue for payment and we cancel your Card, we will charge a fee of £95 for re-instatement of your Card and Account.
 - e. We will also charge your Account for any reasonable costs we incur in recovering overdue payments. These costs (called a File Referral Fee) will be added to the outstanding sum and include the cost of using third parties, such as a firm of solicitors, and any costs they themselves incur in trying to recover a debt on our behalf.
 - f. If your Account is paid with a cheque or direct debit and your bank does not honour the cheque or the direct debit, we will charge you for any reasonable costs we incur.
 - g. If you make a Charge in a currency other than Pounds Sterling, we will apply a currency conversion rate to the Charge, increased by 2.99% or as otherwise disclosed by us. Please see the "Charges Made in Foreign Currencies" section of this Agreement.
 - h. A Statement Copy Fee of £2 may be payable for a request of any paper Statement copies.
 - i. A Cash Advance Fee of £3 or 3% (whichever is the greater) of the amount of any cash you request is payable. A fee may also be charged by the provider of any ATM you use in obtaining cash.
 10. **Right to Change Fees and Commissions**
 - a. We reserve the right to change the circumstances in which any of the fees or commissions on your Account are charged and the amount of those fees or commissions. We will provide notice of any change in the "Changes" section of this Agreement.
 - b. You agree that we may impose additional fees and commissions at any time by giving you notice as set out in the "Changes" section of this Agreement.
 11. **Charges Made in Foreign Currencies**
 - a. If you make a Charge in a currency other than Pounds Sterling that charge will be converted into Pounds Sterling. The conversion will take place on the date the Charge is processed by us, which may not be the same date on which you made your Charge as it depends on when the Charge was submitted to us. If the Charge is not in U.S. dollars, the conversion will be made through U.S. dollars, by converting the Charge amount into U.S. dollars and then by converting the U.S. dollar amount into Pounds Sterling. If the Charge is in U.S. dollars, it will be converted directly into Pounds Sterling.
 - b. Unless a specific rate is required by applicable law, you understand and agree that the American Express treasury system will use conversion rates based on interbank rates that it selects from customary industry sources on the business day prior to the processing date (called Reference Exchange Rate), increased once by 2.99% or as otherwise disclosed by us. If Charges are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates and may include a commission selected by them.
 - c. The Reference Exchange Rate is set daily. You agree that any changes in the Reference Exchange Rate will be applied immediately and without notice to you. Please note that the rate charged is not necessarily the rate available on the date of your transaction as the rate applicable is determined by the date on which the Merchant submits a Charge which may not be the date on which you authorise the transaction. Fluctuations can be significant. The Reference Exchange Rate may be found on our website www.americanexpress.co.uk or you may contact us by telephone or e-mail to obtain the rate.
 12. **Liability**

You and/or your Company shall be liable to us for payment of Charges depending on the type of liability set out in the Application Form. If your liability type is:

 - a. "Joint and Several", then you and your Company are liable individually as well as jointly for the following Charges incurred on the Card issued to you:
 - i) Charges that you have not paid;
 - ii) Charges incurred after termination of your employment or other association with your Company (for whatever reason) and before the date we receive notice of such termination;
 - iii) Charges incurred before the date we receive notice of your Company's withdrawal of your eligibility for the Card;
 - iv) Charges incurred by you or members of your family, a director, partner or proprietor of your Company;
 - v) Charges for cash advances to or withdrawals of funds by you (whether in person or through automated means);
 - vi) Charges arising out of an act of dishonesty by you for which your Company has insurance cover;
 - vii) Charges that cannot be collected from you due to lack of information as to your whereabouts or failure by your Company to use its best endeavours to assist us in collecting payment from you; and
 - viii) Charges in relation to Items for Resale under the "Prohibited Uses" section of this Agreement, and in all other cases in respect of "Joint and Several" liability you will be solely liable for Charges.
 - b. "Individual", then you are liable for all Charges; and
 - c. "Company", then your Company is liable for all Charges. This in no way limits the rights of your Company to ask you to reimburse them for any Charges incurred by you outside or in violation of your Company's policies.
 13. **Payment**
 - a. All Charges are due for payment in full in Pounds Sterling in accordance with your Statement.
 - b. Any payment made in any currency other than Pounds Sterling, if accepted by us, is converted into Pounds Sterling. This will delay the credit to your Account and may involve the charging of conversion costs.
 - c. Payments will be credited to your Account when received, cleared and processed. Any time periods that we may provide are estimates only and are dependant on the payment system and service provider you or your Company chooses to make payment. Please make sure that you allow sufficient time for us to receive, clear and process payments by the payment due date even if the payment due date falls on a weekend or public holiday. This includes mailing time for payments sent by mail and processing time for payments made using payment services offered by participating financial institutions which you should check with the financial institution.
 - d. We may, at our discretion, accept late or partial payment described as being payment in full or payment in settlement of a dispute but in so doing we do not lose or consent to vary any of our rights under this Agreement or under the law.
 - e. We will normally apply payments to your Account in the following order:
 - i) applicable delinquency charges, Cash Advances withdrawals, linked credit account minimum dues (if any), purchases, in that order;
 - ii) annual cardmembership fees; fees;
 - iii) other fees charged by us that appear as a separate item on your monthly Statement, for example, Statement reprint fees, annual cardmembership fee; and
 - iv) Charges, other than those above, service fees, that have appeared on a monthly Statement.For servicing, administrative, systems or other business reasons, we may apply payments to your Account in some other order or manner that we may determine at our discretion. You agree that we may do so in a way that is favourable or convenient to us.
14. **Card is Our Property**

Although you use the Card on your Account, the Card remains our property at all times. You may be asked to return the Card to us or anyone we ask to take it on our behalf, including Merchants. We may also inform Merchants that your Card is no longer valid.
15. **Replacement Cards**
 - a. A replacement or new Card (called a Replacement Card) may be issued to you if your Card is lost, stolen, damaged, cancelled, renewed or switched to a different card type. Your Card may also be cancelled or no further Charges permitted without a Replacement Card being issued (called a Cancelled Card).
 - b. You authorise us to send you a Replacement Card before the current Card expires. You must destroy any expired Cards by cutting them up or returning them to us. This Agreement as amended or replaced continues to apply to any Replacement Cards we issue.
 - c. Please note that we do not provide Replacement Card information (such as Card number and Card expiry date) to the Merchant.
16. **Recurring Charges**
 - a. You may authorise a Merchant to bill your Account at regular intervals for goods or services (called Recurring Charges).
 - b. In order to avoid potential disruption of Recurring Charges and the provision of goods or services by the Merchant in the case of a Replacement Card or Cancelled Card, it is always your responsibility to contact the Merchant and provide Replacement Card information or make alternate payment arrangements.
 - c. You and/or your Company are responsible for any Recurring Charges that may continue to be charged to your Account from a Card that has been replaced or cancelled. Recurring Charges may be automatically charged to a Replacement Card without notice to you.
 - d. To stop Recurring Charges being billed to your Account, you must have the right to do so by law or under your arrangement with the Merchant and you must advise the Merchant in writing or in another way permitted by the Merchant, to stop billing Charges to your Account.
 - e. If we permit, you may authorise us to enroll you with a Merchant for Recurring Charges. You will remain responsible to make other payment arrangements until the Recurring Charges begin to be applied to your Account. We are not responsible for any failure to enroll your Account for Recurring Charges or if the Merchant fails to charge your Account. The paragraph above which deals with stopping Recurring Charges, also applies if you use our enrolment services.
17. **Authorisation**
 - a. We may require Charges to be authorised by us before they are accepted by a Merchant.
 - b. Even though your Account may not be in default, we may refuse any request for authorisation of a Charge, for example due to technical difficulties, fraud, increased risk that you or your Company may not be able to pay your Account in full and on time (including without limitation, exceeding limits that we impose on your Company's outstanding obligations to us) and/or other related reasons. Where possible, we may provide you, at your request, our reasons for any refusal for authorisation. You may contact us on 0845 60 42 550 or via our website, www.americanexpress.co.uk
18. **Use of Personal Information**

You agree that:

 - a. We may exchange information about you, your account and Charges on your account (including details of goods or services purchased) ("your Data") to Amex Entities, including their agents, processors and suppliers; to your Company or its subsidiaries, parent and affiliated companies, including their agents and processors; to any party authorised by you; to companies who distribute the Card; to any other party whose name or logo appears on the Card; and to Service Establishments used by you in order to administer and service your account, process and collect Charges on it and manage any benefits, insurance, travel or other corporate programmes in which you or your Company are enrolled. Where you purchase goods and/or services on behalf of a third party, you must obtain that third party's consent to the disclosure of his or her information to us for these purposes.
 - b. Amex Entities and other companies specifically selected by us will have access to and will use your Data to develop lists to make relevant offers to you (by mail, e-mail, telephone or via the internet). We may consolidate your Data from various Amex Entities in order to manage, maintain and develop our overall relationship with you. Your Data used to develop these lists may be obtained from the Application Form and process, from the Charges on your Card, from surveys and research (which may involve contacting you by mail, e-mail, telephone or via the internet) and other sources such as Service Establishments or marketing organisations.
 - c. Unless your Card is subject to "Company" liability as described in the "Liability" section of this Agreement, we may:
 - i) exchange your Data with credit reference agencies ("CRAs"). If you owe us money and do not repay in full or on time, we may tell CRAs to record the outstanding debt. This information may be used to make decisions about offering products such as credit and credit-related services and other facilities to you or another individual with an existing financial association with you and for preventing fraud and tracing debtors;
 - ii) carry out credit checks while any money is owed on your account (including contacting your bank, building society or approved referee) and disclose your Data to collection agencies and lawyers for the purpose of collecting debts on your account; and/or
 - iii) carry out further credit checks, including at CRAs, and analyse your Data to assist in managing your account, to authorise Charges and to prevent fraud. These CRA searches will not be seen or used by other organisations to assess your ability to obtain credit.
 - d. We may exchange your Data with fraud prevention agencies. If you give us false or inaccurate information and we suspect fraud, this will be recorded. These records may be used by us and other organisations to make decisions about offering products such as credit and credit-related services, motor, household, life and other insurance products to you and any other party with financial association with you, to make decisions about insurance claims made by you or any other party with a financial association with you, trace debtors, recover debt, prevent fraud and manage your accounts or insurance policies.
 - e. We, and reputable organisations selected by us, may monitor or record your telephone calls to us or ours to you to ensure consistent servicing levels (including staff training) and account operation, and to assist in dispute resolution.

- f. We may undertake all of the above both within and outside the UK and the European Union ("EU"). This includes processing your information in the USA in which data protection laws are not as comprehensive as the EU. In these cases, we will take appropriate steps to ensure the same level of protection for your Data as there is in the EU.
- g. We use advanced technology and well-defined procedures to help ensure that your information is processed promptly, accurately and completely. In order to maintain the effectiveness and security of these systems, policies and procedures, it will be necessary from time to time to process your Data for testing purposes.
- h. Opt Out. Please write to us at American Express, Dept. 68, PO BOX 580, Brighton, BN88 1AH if you wish to opt out of marketing programmes.
- i. You have the legal right of access to your personal records held by CRAs and fraud prevention agencies. We will supply the names and addresses of the agencies we have used upon request to American Express, New Accounts Dept (OCU), Dept. 149, PO BOX 580, Brighton BN88 1AH.
- j. We keep information about you only for so long as is appropriate for the above purposes or as required by applicable law. If you ask, we will provide you with information we hold about you in accordance with applicable law. If you believe that any information that we hold about you is incorrect or incomplete, you should write without delay to American Express, Dept 2007, PO BOX 580, Brighton, BN88 1AH. Any information which is found to be incorrect or incomplete will be corrected promptly.
- 19. Communicating With You**
- a. Statements, notices (which includes changes to this Agreement), disclosures, additional copies of this Agreement if requested and other communications (together called Communications) will be sent to you electronically, via sms or made available online. You must maintain a valid mailing address and phone number in our records for your Account (except as set out below). You also agree that we may communicate with you via your Company or Programme Administrator, in which case a communication to your Company or Programme Administrator about your Card, Corporate Card Account or this Agreement will be deemed to be a notification from us to you.
- b. Where your Card is subject to "Company" liability as described in the "Liability" section of this Agreement and your Company is responsible for centrally settling payment of your Account with us directly, we may give notice of changes to our Corporate Card programme to your Company on your behalf and not to you personally.
- c. You agree that we may communicate to you by electronic means any Communications for our products and services and all such Communications will be considered to have been provided in writing.
- d. You agree that we may send the Statement and any other communication (including changes to this Agreement) by any lawfully permitted electronic manner, including e-mail, posting them on an American Express website, on a Statement or through links provided on a Statement or other notice, by verbal communication through representatives working on behalf of American Express or any combination of these or other means and you agree that it is your responsibility to access all such Statements and other communications.
- e. All electronic Communications that we provide (including a Statement) will be deemed to be received on the day that we send the notification e-mail and/or post the electronic communication online even if you do not access the electronic communication for any reason.
- f. You must inform us immediately if you change the address or other contact information (such as postal or e-mail address) you have given to us. If we have been unable to deliver any Statements or other Communications or these have been returned, we will consider you in breach of this Agreement and we may stop attempting to communicate with you until we receive accurate contact information. We are not responsible for any failure to receive any Communication (including a Statement) if we send it to the address or in accordance with other contact information for your Account appearing in our records or if we do not send the Communication because previous Communications have been undeliverable.
- g. You must also inform us of any changes to other information previously provided to us such as information you provided when you applied for your Account. You also agree to give us any additional information and support documentation that we request or as required by law.
- h. You agree that your Company may provide us with your contact details including your telephone number/s, e-mail and home address.
- 20. Complaints and Problems With Goods and Services Purchased**
- a. If you have a complaint or problem with a Merchant or any goods and services charged to your Account, you must still pay all Charges on your Account and settle the dispute directly with the Merchant.
- b. If you have any complaints about your Account or the service you have received from us, please contact our Customer Relations Department at American Express UK, Department 66, PO BOX 580, Brighton, East Sussex, BN88 1AH.
- c. If you are unable to resolve your complaint with us and have received a final response from us confirming this, you may be entitled to refer it to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.
- 21. Lost/Stolen Cards, Incorrectly Executed Transactions and Misuse of Your Account:**
- a. You must tell us immediately by telephone at 01273 696 933 if:
- a Card is lost or stolen;
 - a Renewal Card has not been received;
 - someone else learns a Code;
 - you suspect that your Account is being misused or a transaction is unauthorised; or
 - you suspect that a transaction has been processed incorrectly.
- b. If a Card that you have reported lost or stolen is later found, you must destroy it and wait for a Replacement Card.
- c. You or your Company's maximum liability for any unauthorised Charges on your Card is statutory limit of £50 unless you:
- did not comply with this Agreement (including the section 'Use of the Cards/Codes') intentionally or because you were grossly negligent; or
 - contributed to, were involved in, or benefited from the loss, theft or misuse, in which case you will be liable for the full amount of the unauthorised Charge. For example, if you gave your Card and/or Codes to another person to use or if you fail to take reasonable steps to keep your Card's security features safe, then you will be liable for the full amount of any unauthorised Charges.
- d. Provided you did not contribute to, were not in any way involved in or did not benefit from the theft, loss or misuse of the Card, then you will not be liable to us for any unauthorised Charges once you have notified us.
- e. You agree to co-operate with us, including giving us a declaration, affidavit and/or a copy of an official police report, if we ask. You also agree that we may provide information to the authorities.
- f. If there are errors in a transaction and this is our fault, we will reverse the Charge and restore your Account as if the transaction had not taken place. We reserve the right to resubmit the correct transaction amount.
- g. If upon contacting us, you wish to dispute a transaction, we will initiate an inquiry and place a temporary credit on your Account in the amount of the transaction. Once investigations are complete, we will adjust your Account accordingly.
- 22. Authorised Transactions**
- a. This section only applies to Charges at Merchants in the European Economic Area.
- b. You can request a refund for a Charge if at the time that you agreed to the Charge, you did not know the exact amount of the transaction and the amount which appears on your Statement is greater than the amount you reasonably expected.
- c. You must submit your request for a refund within eight (8) weeks from the transaction date.
- d. We will investigate your request for such a refund, taking into consideration your recent spending behaviour and all relevant circumstances related to the transaction. You must give us all the information we require about the circumstances of the transaction and we may give this information to other companies or people investigating the matter.
- e. We will within ten (10) business days of us receiving from you complete information and documentation about your dispute including information we may require confirming that your dispute relates to a transaction falling within this section, either provide a refund or an explanation for our refusal to do so. We reserve the right to adjust your Account accordingly.
- 23. Limitation of Our Liability**
- a. We are not responsible or liable to you and/or your Company for any loss or damage arising in relation to:
- delay or failure by any Merchant to accept the Card or to impose conditions on the use of the Card;
 - the manner of a Merchant's acceptance or non-acceptance of the Card;
 - goods and services purchased with the Card or their delivery or non-delivery;
 - failure to carry out our obligations under this Agreement if that failure is caused by a third party or because of a systems failure, data processing failure, industrial dispute or other action outside our control; or
 - use of the Card in a machine that dispenses goods, services or cash or other means of payment.
- b. We will not be responsible or liable to you or your Company under any circumstances for loss of profits or any incidental, indirect, consequential, punitive or special damages.
- 24. Changes**
- a. We may change any provision of this Agreement at any time, including fees, commissions, how we apply payments and benefits and services associated with your Account and changes affecting your payment obligations.
- b. We will inform you at least two (2) months in advance of any changes to the terms. You will be deemed to have accepted the changes unless you notify us in writing prior to the date on which the changes will take effect that you do not accept the changes. If you do not accept any changes to this Agreement, you can end this Agreement immediately and at no cost before the date on which the changes will take effect, by destroying or returning to us all Cards issued on your Account and requesting closure of your Account. You will be liable for all Charges (including fees and Late Payment Fees) up to the date you end this Agreement.
- c. If we have made a major change or a lot of minor changes in any one year, we may make available to you an updated copy of this Agreement or a summary of the changes.
- 25. Suspension**
- a. We may immediately stop you from using the Card for security reasons, if we suspect unauthorised and/or fraudulent use or if we think you or your Company may not be able to pay your Account in full and on time and/or other related reasons. In these cases we may notify you beforehand or immediately afterwards and we may provide you with the reasons for our decision.
- b. This Agreement will continue if we take either of these actions and you and/or your Company will still be responsible for all Charges on your Account.
- c. We will re-instate your right to use the Card or provide you with a new Card if the reasons mentioned in this section for stopping you from using the Card no longer apply and this has been brought to our attention by you. You may contact us on 0845 60 42 550 if you are a Corporate Green Cardmember or a Corporate Gold Cardmember, and 0845 60 11 202 if you are a Corporate Platinum Cardmember, or via our website, www.americanexpress.co.uk
- 26. Default**
- a. We may treat your Account as being in default at any time in the event that you and/or your Company fail to comply with the obligations under this Agreement or our Agreement with the Company such as failure to ensure payment is made to us when it is due or if any form of payment is returned or not honoured in full.
- b. We may also consider your Account to be in default at any time if any statement made by you and/or your Company to us in connection with your Account was false or misleading, you breach any other Agreement that you and/or your Company may have with us or with any of our affiliates, or if bankruptcy or other creditor proceedings are threatened or initiated against you and/or your Company or we have any reason to believe that you and/or your Company may not be creditworthy.
- c. The inclusion of previously billed minimum payments and/or any portion of dishonoured payments shown on a Statement will not constitute a waiver by us of any default.
- d. In the event of any default, you and/or your Company will also be responsible for all reasonable costs incurred by us or our agents including collection, collection agency and legal adviser fees and costs, in recovering any amounts unpaid and in protecting ourselves from any harm we may suffer as a result of the default.
- 27. Membership Rewards' Programme**
- You may enroll in the Membership Rewards Programme (called "MR Programme") unless your Company has chosen not to participate. If you enrol, you agree to comply with the MR Programme terms and conditions, including any fees for participation in the MR Programme.
- 28. Assignment of Claims**
- a. Although we may have no obligation to do so, if we credit your Account in relation to your claim against a third party such as a Merchant, you are automatically deemed to have assigned and transferred to us, any rights and claims (excluding tort claims) that you have, had or may have against any third party for an amount equal to the amount we credited to your Account.
- b. After we credit your Account, you agree not to pursue any claim against or reimbursement from any third party for the amount that we credited to your Account.
- c. You also agree to co-operate with us if we decide to pursue a third party for the amount credited. Co-operation includes signing any documents and providing any information that we require. Crediting your Account on any occasion does not obligate us to do so again.
- 29. You May Close Your Account**
- a. You or your Company on your behalf may end this Agreement at any time by paying off all amounts owing on your Account, destroying or returning your Card to us, stopping use of your Account and requesting the closure of your Account.
- b. We will only close your Account when you have paid off all amounts you owe us. All fees continue to accrue if outstanding balances exist on a Cancelled Card. Any annual fees paid in respect of the year in which your Account is closed will, subject to the "Payments" section of this Agreement, be credited to your Account pro-rata taking into consideration the length of time until your next Card Anniversary Date.

30. We May Close Your Account or Cancel Any Card

- a. We can end this Agreement or cancel any or all Cards by giving you two (2) months written notice. We may terminate immediately in the event of default or if your employment with your Company is terminated or a decision is taken to terminate your employment. If we take such action, you and/or your Company will still be obligated to pay all amounts owing on your Account.
- b. This Agreement will end immediately and automatically upon termination of the agreement between your Company and us pursuant to which this Agreement has been entered into.
- c. If this Agreement ends for any reason, you and/or your Company must pay all money you owe us immediately, including unbilled Charges that may not be shown on your last Statement. We will only close your Account when you and/or your Company have paid off all amounts you owe us.
- d. You and/or your Company will continue to be responsible for all Charges made using your Account, including Recurring Charges until your Account is no longer used and any Recurring Charges are stopped.
- e. You agree we may decline to renew the Card issued to you without notice where you have not used it for a period of at least twelve (12) months. In such event, this Agreement will not automatically terminate. You may request that we issue you a new Card within twelve (12) months of the expiry of your card under this section. If you do not request a new Card within this time, we will close your Corporate Card Account and this Agreement will terminate. If we do so, we will notify you at least two (2) months prior to cancellation.

31. No Waiver of Our Rights

If we fail to exercise any of our rights under this Agreement, this will not be a waiver of our rights and will not prevent us from exercising them later.

32. Assignment

- a. We may assign, transfer, sub-contract or sell our rights, benefits or obligations under this Agreement at any time to an American Express affiliate or to a third party and you consent to this without us having to notify you.
- b. If we do so, or intend to do so, you agree that we can give information about you and your Account to the third party or related party.

33. Severability

If any provision of this Agreement conflicts with any applicable law or regulation, that provision will be deemed to be modified or deleted so as to be consistent with law or regulation. This will not affect the parties' obligations which will continue as amended.

34. Governing Law

- a. This Agreement is governed by the laws of England and the courts of England shall have jurisdiction over all parties to the Agreement. However, where you have liability under this Agreement, you agree that we can carry out collection proceedings in any country where you may be living.
- b. You are responsible for keeping to any exchange control regulations or the local regulations if they apply to use of the Card and Account.

35. Taxes, Duties and Exchange Control

You and/or your Company must pay any government tax, duty or other amount imposed by law in any country in respect of the Card, any charge on your Account or any use of the Account by you.

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit American Express Services Europe Ltd will notify you five working days in advance of your account being debited or as otherwise agreed. If you request American Express Services Europe Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by American Express Services Europe Ltd or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society. If you receive a refund you are not entitled to, you must pay it back when American Express Services Europe Ltd asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

