

Business Credit Card Application Form

PLEASE COMPLETE IN BLOCK CAPITALS. PLEASE USE BLACK PEN THROUGHOUT.

Bank of Ireland 

To apply for a Business Credit Card for your business please complete and return to your Business Relationship Manager

1. Company details**Consent to The Bank of Ireland Group**

Each (a) Cardholder, (b) Customer who is an individual; and (c) Company Administrator named on the application form for the card consents to the use by the Bank and the Customer of his or her personal data for the purpose of managing and administering the Card and any account related to it; and to the disclosure by the Bank of such personal data to the Bank's agents appointed for the purpose of the issue or use of the Card; and acknowledges that this is necessary for the performance of the contract between the Bank and the Customer concerning the Card and for the performance of the contract between him or her and the Customer; and agrees that this is a consent for the purposes of the Data Protection Act 1988 and 2003 as amended. The Customer consents to the disclosure by the Bank of details of the Account and of the use of Cards to the Bank's agents appointed for the purpose of issue or use of the Card. We may need to carry out credit checks with credit bureaus. I/we consent to this. The fact that the bank carried out checks will be recorded by the relevant bureaus and may be disclosed to other financial institutions if you subsequently apply to them for credit facilities.

Consent to Direct Marketing:

I consent to the details that I am being asked to supply, being used to provide me with information about other products and services, either from the Bank of Ireland, or which the Bank has arranged for me with a third party. If you would not like the information to be utilised for this purpose, please tick the box. I understand that at any time I can ask you to stop or change the methods by which the Bank may send me marketing materials. This can be done free of charge by writing to Bank of Ireland Credit Card Services, Operations Ireland, Group Operations & Payments, Ground Floor, Cabinteely Dublin 18

☐

Company business name:

Company address:

Company status:

Non registered in Ireland

☐

Non incorporated

☐

Business start up

☐

Business On Line customer

☐
Company type (please tick each section as appropriate)
Company details:

Sole trader

☐

Partnership

☐

Private limited company

☐

Public limited company

☐

Semi state body

☐

Company registration number:

Primary business activity:

Service

☐

Distribution

☐

Manufacturing

☐

Other

☐

Business activity description:

Date company formed:

Number of employees:

Company Credit Limit Requested

€

2. Administrator details/Statement Date Preference**Bank of Ireland's Business Credit Card account details company administrator**Mr ☐ Mrs ☐ Other ☐Dr ☐ Miss ☐ Ms ☐

Administrator Forename:

Administrator Surname:

Business telephone: (mandatory)

Administrators Email*: (mandatory)

Administrators contact number:

Administrators Mothers Maiden Name*: (mandatory)

Administrators Date of birth*: (mandatory)

Company password*: (mandatory)

Note: Company Password must be eight characters and a mix of letters and numbers.

Please select the preferred statement date of the month:

3rd
☐
10th
☐
15th
☐
22nd
☐
28th
☐

Note: Automatic payment by Direct Debit 7 banking days after the statement date

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3. List of authorised cardholders - all fields mandatory for each customer - Please supply individual credit limits

Company name to appear on card: (Maximum number of characters is 19 including spaces please abbreviate as appropriate)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

1 Name to appear on Business Card: (please include Mr/Mrs/Ms/Miss/Dr/Other)

Date of birth:

D	D	M	M	1	9	Y	Y
---	---	---	---	---	---	---	---

Credit limit:

Mother's maiden name: (for security purposes in case of lost or stolen card)

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Contact number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

2 Name to appear on Business Card: (please include Mr/Mrs/Ms/Miss/Dr/Other)

Date of birth:

D	D	M	M	1	9	Y	Y
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Credit limit:

Mother's maiden name: (for security purposes in case of lost or stolen card)

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Contact number

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3 Name to appear on Business Card: (please include Mr/Mrs/Ms/Miss/Dr/Other)

Date of birth:

D	D	M	M	1	9	Y	Y
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Credit limit:

Mother's maiden name: (for security purposes in case of lost or stolen card)

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Contact number

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4 Name to appear on Business Card: (please include Mr/Mrs/Ms/Miss/Dr/Other)

Date of birth:

D	D	M	M	1	9	Y	Y
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Credit limit:

Mother's maiden name: (for security purposes in case of lost or stolen card)

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Contact number

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5 Name to appear on Business Card: (please include Mr/Mrs/Ms/Miss/Dr/Other)

Date of birth:

D	D	M	M	1	9	Y	Y
---	---	---	---	---	---	---	---

Credit limit:

Mother's maiden name: (for security purposes in case of lost or stolen card)

€

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Total credit limit required:

€

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If additional cards are required please supply details on a separate sheet.

4. Beneficial ownership - mandatory fields

Information compulsory for application. Please complete fully.

1 Title:

First name:

Surname:

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Date of birth:

Principal address:

D	D	M	M	1	9	Y	Y
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2 Title: First name: Surname:

Date of birth:

D D M M 1 9 Y Y

Principal address:

3 Title: First name: Surname:

Date of birth:

D D M M 1 9 Y Y

Principal address:

4 Title: First name: Surname:

Date of birth:

D D M M 1 9 Y Y

Principal address:

5. Company bank details

Bank branch name:

Bank contact:

Bank sorting code:

Time with Bank: Years

Months

Bank account number:

Existing Bank of Ireland customer:

Yes

No

To: The Manager:

Signature 1

Sign here



Signature 2

Sign here



Bank of Ireland ('The Bank') Branch:

Under the terms of the Mandate dated which you hold, I/we/our Business ('The Customer') requests that you arrange to have Bank of Ireland Business Credit Cards issued in the name of the individuals whose names are set out in section 3. It is understood that the Bank of Ireland Business Credit Card Agreement, a copy of which is set out overleaf, ('Agreement') shall apply to and in respect of all such Cards. Any amendment, from time to time, will be advised to you by whatever means the Bank, in its discretion deems appropriate. I/we/our Business ('The Customer') consent to the transfer of our information to a third party contracted on behalf of Bank of Ireland for the purpose of operating the Gold Card Business Online Transaction System.

D D M M 2 0 Y Y

NB Direct Debit Mandate - Mandatory - You must complete and sign this section (Please do not detach)

SEPA Direct Debit Mandate

Unique Mandate Reference:
(to be completed by the creditor)

Name of Account
Holder:

Please fill out details

Creditor Identifier:

IE84VBC300287

Address of Account Holder:

Creditor Name:

Bank of Ireland

Signature(s)

Creditor Address:

Bank of Ireland, Credit Card Centre,
Operations Centre, 2nd Floor, Cabinteely, Dublin 18.

Type of Payment:

Recurring

Date:

/ /

Account Number (IBAN) (Account to be debited):

BIC of Debtor Bank (optional):

By signing this mandate form, you authorise (A) BOI Credit Card Centre to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instruction from BOI Credit Card Centre. As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited. Your rights are explained in a statement that you can obtain from your bank. Bank of Ireland is regulated by the Central Bank of Ireland.

For branch use only

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Customer credit grade: Date: App no: Bank sorting code: Corp no: Bank account number: **Sales Team only**Area sales manager ID **Mandatory for Corporate and A-C Accounts only.**Overall limit approved for connection is € **Primary****Business activity****Risk rating**

Standard

High

 Company Dealing/Associated with a high/very high risk country Yes No Confirmation of ID&V for beneficial owners where the Risk Rating is High Yes No **Branch check list**

Please check that all the following sections have been fully complete and signed where appropriate.

- ☐ **Section - Beneficial Ownership**
- ☐ **Section - Company Bank Details**
completed and signed
- ☐ **Section - List of Authorised Cardholders**
- ☐ **Section - Direct Debit Mandate**
completed and signed
- ☐ **Branch use section - completed and signed**

I confirm that all the AML Documentation for the above customer is correct and held at the branch (reference Bank Account & NSC details listed above) and that all the details provided on this application are accurate. I recommend approval of the facility and the issue of the card(s). If this is a corporate and A-C managed account, I confirm that the Contingent Liability Account has been opened for the above and I authorise you to open the above account.

Application must be signed and authorised using your 4 digit number

Print name:

 Sign here
Authorised Number:

Email address

RDC:

Branch NSC (NB for FIR Credit)

Please hold this application in the branch and submit application for Bank of Ireland Customers via Sharepoint Process.

Business Credit Card - Agreement

1.0 DEFINITIONS USED IN THIS DOCUMENT

“**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 Mesplil Road, Dublin 4 and its successors, assigns and transferees;

“**Bank of Ireland 365**” means our 365 Online and 365 Phone banking;

“**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;

“**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 a Card 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 POS terminal;

“**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;

“**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;

“**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**” means a machine capable of accepting a Card 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;

“**PSR**” means the European Communities (Payment Services) Regulations 2009 and PSR regulated payments means any payments where the payment service providers of both the payer and payee are located within the EEA and where such payments are made in euro or any other EEA currency;

“**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;

“**Schemes**” refers to MasterCard and Visa schemes;

“**Terms and Conditions**” means these terms and conditions as amended from time to time;

“**you**” and “**yours**” means the Customer in whose name(s) the Account is opened;

“**3D Secure**” means a protocol used as an added layer of security for online credit card transactions;

“**3D Secure Password**” means your personal password for you to use 3D Secure;

“**365 Online**” means our internet banking service accessed via a web browser;

“**365 Phone**” means our telephone banking service.

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 and its PIN are only to be used by the Cardholder. We see use of the PIN with the Credit Card 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 and 3D Secure Password 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 Secure Password (iii) always protect the Credit Card. Take all reasonable precaution to ensure the Credit Card 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 3D Secure Password with the Card in an online transaction.
- 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.

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 to 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 the Cardholder with 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 Banking 365 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. 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 may also have the Cardholder create a 3D Secure Password. These are important security features. The Cardholder must only use the PIN and 3D Secure Password to use the Card in compliance with these Terms and Conditions.
- 7.5 Each Cardholder must ensure that the PIN and the 3D Secure Password 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 authorises 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, or 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.
- 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 us. We will process most payment instructions received such that the beneficiary bank will be credited within one (1) Banking Day of the date of receipt by us of said payment instruction (D+1). Any payment instructions received in respect of cross-border payments in Sterling, or other EEA Currency (non-euro), will be processed such that the beneficiary bank will be credited within three (3) Banking Days of the date of receipt by us of said payment instruction (D+3). For paper initiated payment transactions, the above referenced processing periods are extended by a further day ((D+2) & (D+4)). The above referenced transaction processing times apply only to PSR regulated payments and any non-PSR regulated payments 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.

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. 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 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. 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 3D Secure Password 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 3D Secure Password (or knowledge of any of these by someone other than the Cardholder), 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.
- 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.

11.0 LOSS OF A CARD – WHAT YOU SHOULD DO

- 11.1 You or the Cardholder must tell us immediately if the Card is lost, mislaid or stolen or if the PIN or 3D Secure Password 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 (outside Ireland) and quote the Card number.
- 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 and/ or 3D Secure Password and must take all reasonable steps to assist us or our agents to recover any missing Card.

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 Password will be required to authorise an online Card transaction with participating merchants.
- 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.

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 amount of notice that we will give you will follow the laws and regulations that apply at that time. We will choose the way we tell you; we can do it by letter, electronic mail, telephone (including recorded message) or by an advertisement in an Irish daily or weekly newspaper.
- 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 CONSENT TO USE PERSONAL DATA - WHO WE SHARE YOUR INFORMATION WITH AND WHY

- 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) consent to:-
- 16.1.1 the use by us and the Customer of his or her personal data
(i) for the purposes of managing and administering the Card and the related Account;
(ii) for us to comply with our legal requirements, industry standards and policies;
(iii) to provide the Customer or administrator of the Account with any Account activity alert messages and Account transaction history concerning the use of the Account;
- 16.1.2 the disclosure by us of such personal data to our agents appointed for the purposes of the issue, use or management of the Card or any related Account;
- 16.1.3 and the Parties acknowledge that this is necessary or desirable for the performance of the contract between us and you concerning the use and management of the Card and associated Account and for the performance of the contract between Cardholder and you ;
- 16.2 The Parties agree that the consents in this clause 16 are given for the purposes of Data Protection Legislation.
- 16.3 Where the Account is registered for CardController, the Parties consent to the use of their personal data by us and the CardController Service Provider to:
- 16.3.1 provide you and the administrator of the Account with Account activity alert messages and Account transaction history concerning the use of the Card;

- 16.3.2 create and manage online Accounts registered by you or the administrator of the Account, provide you or the administrator of the Account with our products and services, process payments and respond to inquiries;
- 16.3.4 perform auditing, research and analysis in order to maintain, protect and improve our 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 HOW IRISH LAW APPLIES TO THIS DOCUMENT

- 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..

20.0 COMPLAINTS

- 20.1 If you wish to make a complaint you may do so by writing to Bank of Ireland Credit Operations, Customer Service, 2nd Floor, Operations Centre, Cabinteely, Dublin 18. If you belong to a class prescribed by the Financial Services Ombudsman Council Regulations as a "consumer" for the purposes of Part VIII B of the Central Bank Act 1942 and are not satisfied with our response, you can refer the matter to the Financial Services Ombudsman by writing to The Financial Services Ombudsman, Third Floor, Lincoln House, Lincoln Place, Dublin 2

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

Business Credit Card Interest Rates, Fees & Charges*

Fees	Business Credit Card
Interest rate (for Purchases)	17.39% (Variable)
Interest rate (for Cash)	17.39% (Variable)
Annual Fee	€31 per card
Cross Border Handling Fee <ul style="list-style-type: none"> • Transactions in euro within the European Union and certain non-European Economic Areas to which the relevant European Union regulations apply • All other transactions 	No charge 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
Cash Advance Fee	1.5% of value of transaction (min €2.54)
Returned Payment Charge	€3.17 per unpaid item
Government Stamp Duty <ul style="list-style-type: none"> • charged annually on 1st April 	€30 per card

(Effective from 2nd July 2014)

* Interest Rates, Fees & Charges are correct at the time of printing and are subject to change.
For further information log on to www.bankofireland.com.