

Visa Terms and Conditions

These conditions are important and should be read carefully and retained for your reference.

These are the terms and conditions of an agreement between us, Brown Shipley & Co, Limited of 2 Moorgate, London EC2R 6AG ("Brown Shipley") and you, the person named in the application form. If you are a new client to Brown Shipley, by completing and signing the application form or by using the Brown Shipley Visa Card (the "Card") you confirm to us your acceptance of these conditions.

1 Defined Terms

For the purposes of clarity and brevity the following defined terms are used in these Terms and Conditions:

"Account"	the Card account maintained by Brown Shipley in the name of the Principal Cardholder.
"Additional Cardholder"	any person you have asked Brown Shipley to give a Card to so that they can use your Account.
"Agreement"	this agreement between the Principal Cardholder and Brown Shipley for the provision of the Card which incorporates the Terms and Conditions and the Application Form.
"Bank Account"	the bank account maintained with Brown Shipley by the Principal Cardholder and specified in the Application Form.
"Card"	any Brown Shipley Visa Card, including any Card issued to an Additional Cardholder, issued by Brown Shipley from time to time under this Agreement.
"Card Payment"	any payment for goods or services by use of the Card (other than by use as a cheque guarantee card) as provided for in Clause 2.6 (iii).
"Charges"	the charges raised by Brown Shipley from time to time in connection with the provision of the Card as provided for in Clause 5.
"Cheque Guarantee Limit"	the maximum limit of £250 (or any other limit as may be agreed between Brown Shipley and the Principal Cardholder) up to which the payment of cheques drawn on the Bank Account will be guaranteed when presented with the Card as provided for in Clause 2.6(i).

"Cheque Payment"	any payment by cheque on the Bank Account supported by the Card as a cheque guarantee card as provided for in Clause 2.6 (i).
"Limit"	the maximum debit balance which may be permitted on the Account from time to time by Brown Shipley as provided for in Clause 3.
"Principal Cardholder"	the person identified on the application for the card and in whose name the Account is held and, where relevant, the Additional Cardholder.
"Statement"	a Visa statement of account sent in accordance with Clause 5.2
"Sterling"	the lawful currency of the United Kingdom.
"Terms and Conditions"	these terms and conditions as varied from time to time by written notice to the Principal Cardholder.
"Transaction"	any Card Payment or Cash Withdrawal.
"we, us, our"	Brown Shipley and our successors and assigns.
"you, your"	the person who signed this Agreement.

2 Using the Card

- 2.1 You and a person or persons nominated by you and accepted by Brown Shipley as Additional Cardholders of the Visa Card Account are the only person(s) authorised to use the Card.
- 2.2 You must ensure that:
 - (i) You or the Additional Cardholder (as appropriate) sign the Card as soon as you and (if applicable) the Additional Cardholder(s) receive the Card(s);
 - (ii) keep the Card safe;
 - (iii) you and (if applicable) the Additional Cardholder(s) only use the Card within the Limit and during the validity period shown on the Card. Should you attempt to make a Transaction over your Limit, your Card will be declined; and
 - (iv) you and (if applicable) the Additional Cardholder comply with reasonable instructions that we may give about using the Card.
- 2.3 In deciding whether the Limit has been exceeded we may take into consideration the amount of any Transaction we have approved but not yet put on the Account.

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- 2.4 You are liable to Brown Shiple for all Charges and costs which are incurred through the use of the Card and for all your omissions and those of any Additional Cardholder (even if the Additional Cardholder does something which makes you break this agreement).
- 2.5 If you wish to cancel any Additional Cardholder's Card you are responsible for returning the Card to us.
- 2.6 You may use the Card to do the following:
- guarantee cheques drawn on the Bank Account up to the Cheque Guarantee Limit;
 - obtain cash at VISA participating financial institutions by use of an automated cash dispenser or over the counter; and
 - purchase goods and services at outlets which accept the VISA payment system.
- 2.7 You must ensure funds are maintained in your Bank Account to cover your Limit and any transactions and Charges and any other sums which may become due to Brown Shiple through the use of the Card.
- 2.8 The Card may only be used in accordance with these Terms and Conditions.
- 2.9 Overseas currencies will be converted to Sterling using the rate applied by Visa at the time of the transaction. This rate will include a margin of 2.75% payable to Brown Shiple.
- ### 3 Limit
- The Limit on your Account will be £10,000 or other such amount as we may tell you in writing from time to time. We will consider any applications you may make for a variation in your Limit at any time subject to your circumstances and our conditions at the time of application.
- ### 4 Cash
- You and the Additional Cardholder may draw cash at Visa participating banks or ATMs up to a limit of £1,000 per day, up to your Limit.
- ### 5 Charges and Account
- 5.1 Brown Shiple will debit directly the Account with all transactions effected by you and (if applicable) the Additional Cardholder.
- 5.2 A statement of the Account will be issued monthly to you (and if requested, to any Additional Cardholder). Brown Shiple recommends you check all Statements immediately upon receipt. You agree to inform Brown Shiple if you believe an item wrongly appears on a Statement.
- 5.3 Brown Shiple will debit directly your Bank Account for the total of all Transactions detailed on your Account Statement within 14 days of the Statement date.
- 5.4 You must pay us immediately any amount you or any Additional Cardholder have spent on any Transaction that breaks this agreement.
- 5.5 Your liability shall remain whether or not a sales voucher is signed by you or the Additional Cardholder and the liability shall include transactions arising as a result of verbal or written instructions from you or the Additional Cardholder.
- 5.6 If you cancel the debiting mandate without our permission, we shall deem the Account closed and request the repayment of any outstanding balance within 14 days, and the return of any Cards.
- 5.7 It may be necessary for a third party to obtain authorisation for the use of the Card from Brown Shiple even if the Limit has not been exceeded. Brown Shiple accepts no liability whatsoever in respect of any delay in obtaining such authorisation.
- 5.8 We may ask for all amounts unpaid under this agreement to be paid in full:
- if you or any Additional User break this agreement regularly or seriously;
 - if you take any step, application or proceeding for a voluntary arrangement or bankruptcy; or
 - if, at our discretion, there is any breach of this agreement by you or the Additional Cardholder or if you or the Additional Cardholder are in default in respect of any other monies or liabilities due to us.
- 5.9 Other than a margin on overseas transactions (see Clause 2.9 above), Brown Shiple do not currently make any charge for the use of your Card. If for any reason we decide to make any Charges in the future we will provide you with full details in advance in accordance with Clause 11 (Rule Changes) page 4.
- ### 6 Limitation of Use of Card
- 6.1 We may, without first telling you or the Additional Cardholder and without incurring any liability for loss or damage to you or the Additional Cardholder as a result, refuse to approve a Transaction, cancel or suspend the right of you or any Additional Cardholder to use the Card for any or all purposes, or refuse to replace any Card. This agreement will continue even if we do any of these things.
- 6.2 The Card must not be used for illegal purchases.
- 6.3 You are not permitted to maintain a positive balance on the Account.

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7 The Card Ownership and Termination

- 7.1 The Card at all times remains the property of Brown Shipley and is returnable by you and the Additional Cardholder on demand.
- 7.2 Brown Shipley may cancel the Card at any time and demand its return from you and the Additional Cardholder. Brown Shipley retains the right to refuse to reissue a Card which has been lost, stolen or mislaid.
- 7.3 You may at any time terminate the Agreement, but without prejudice to any liabilities and Charges which may have arisen as a result of any Transaction prior to termination, by surrendering the Card and that of the Additional Cardholder.
- 7.4 You and the Additional Cardholder must destroy any Card which has passed the validity period shown on the Card.

8 Security

- 8.1 A PIN is always issued separately from the Card and you and the Additional Cardholder must be the only persons who know the PIN. It is important that you and the Additional Cardholder take care of the Card and the PIN in order to prevent fraudulent use of the Card.
- 8.2 You and the Additional Cardholder must do all that you reasonably can to keep the Card safe and the PIN secret at all times. You must keep the Card separate from any cheques.
- 8.3 You must never allow anyone other than the Additional Cardholder to use your Card.
- 8.4 You and the Additional Cardholder must never write the PIN on the Card or on anything you usually keep with it. If you do keep a written record of your PIN you must make a reasonable attempt to disguise it.
- 8.5 You and the Additional Cardholder must only disclose the Card number to make a transaction, to report the loss or theft of the Card or if we allow you to do so.
- 8.6 You may only give the PIN to any Additional Cardholder on your Account.

9 Loss, Theft or Misuse of the Card

- 9.1 If any Card is lost or stolen or for any other reason becomes liable to misuse or if the PIN becomes known to any other person, you must notify by telephone as soon as possible Brown Shipley's VISA Section +44 (0)1268 567235, Department BH, Christopher Martin Road, Basildon SS14 9AA and provide all information to us that you have about the loss, theft or misuse.
- 9.2 Subject to Clause 9.3, provided you have made

effective notification in accordance with Clause 9.1 your liability for unauthorised use of the Card will be limited to £35.

- 9.3 You will be liable to Brown Shipley in full for any use of the Card by anyone who has claimed possession of the Card with your or the Additional Cardholder's consent except after effective notification has been made in accordance with Clause 9.1.
- 9.4 You will be liable to Brown Shipley in full for any unauthorised use of the Card where you or any Additional Cardholder have acted fraudulently or with gross negligence. Gross negligence will specifically include leaving your PIN with the Card or telling another person your PIN.
- 9.5 You agree to report any loss, theft or possible misuse of a Card to the police as soon as possible.
- 9.6 The Card must not be used after it has been reported lost or stolen. If a Card subsequently returns to your possession, you must destroy the Card by cutting it in half.
- 9.7 You will give such assistance to Brown Shipley and any other person acting on behalf of Brown Shipley as may reasonably be required in investigating the loss, theft or possible misuse of the Card.
- 9.8 You consent to the disclosure of information to any third party reasonably considered appropriate by Brown Shipley in respect of any loss, theft or possible misuse of the Card.
- 9.9 Brown Shipley, at its discretion, may charge an administration fee for replacing lost or stolen Cards.
- 9.10 The liability of Brown Shipley will be limited to those amounts wrongly charged to the Account and any interest on those amounts.
- 9.11 In cases of disputed Transactions, the burden of proving fraud or gross negligence or that a Card has been received by you will lie with Brown Shipley. In such cases, Brown Shipley will expect you to co-operate with it in its investigations.
- 9.12 You will not be liable for any loss caused by acts or omissions by us, our employees or any third parties which carry out activities on our behalf.

10 Communication

You must tell Brown Shipley in writing of any changes in your name or address or that of any Additional Cardholder. Any notice or Statement sent by Brown Shipley shall be validly delivered if sent to the most recently supplied address.

We will abide by FCA Rules regarding communications with clients at unsociable hours and we will not visit or contact you without your prior approval.

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Our telephone conversations with you are recorded and telephone records and email communications will be retained for a period of at least seven years. You may request access to these records.

11 Rule Changes

11.1 We may vary or add to these Conditions at any time and without prior notice to you in order to comply with legal or regulatory requirements, make immaterial changes or to correct any grammatical or other errors and, if we do so, we will inform you of any changes in writing.

In relation to any other changes:

11.2 If a change is to your advantage the change will take immediate effect and we will tell you about it within 30 days.

11.3 If the change is not to your advantage we will send you a written notice describing the relevant changes. Such changes will become effective on a date to be specified in the notice which, except for regulatory requirements, will be at least 30 days after the notice has been sent to you.

11.4 At any time up to 60 days from the date we inform you of a change to your disadvantage you may, without notice, close your Account without having to pay any extra charge or interest (other than Charges or interest that have or has accrued) for doing this.

12 Bankruptcy or Death

If you take any step, application or proceeding for a voluntary arrangement or bankruptcy or you die:

12.1 Your obligations under this Agreement will remain in full force and effect until such time as they are satisfied in full.

12.2 We may require any outstanding sums to be paid immediately.

12.3 Any Additional Cardholder will cease to be entitled to use the Card.

13 Information

13.1 Your Information

You warrant that any information you have provided to us is complete and correct. You must notify us promptly where there is any material change to the information you have provided. You agree to provide us with further information as we may reasonably request from time to time in order for us to fulfil our regulatory and/ or contractual obligations in each case promptly following such request. You acknowledge that a failure to provide complete and accurate information may adversely affect our ability to provide services under these Conditions and the quality of those services.

We comply with the EU General Data Protection Regulation ("GDPR") and other applicable UK data protection and privacy legislation. We will process personal data that you provide to us or that we obtain about you during your relationship with us as a client as detailed in the Privacy Notice that we have provided to you. Copies are also available via our website. Our Privacy Notice also explains which third parties may be given access to your personal data or who may process it on our behalf when delivering our services to you. The way in which you can exercise your rights under the GDPR and how you can contact us about them are also detailed in the Privacy Notice.

13.2 Confidentiality

We will treat non-personal information relating to you and any Cardholder as private and confidential. We will not disclose this information to anyone, (other than companies in our group or other third parties where this is necessary to deliver our services to you) except in the following four cases when we are allowed to do this by law:

- a. if we have to give the information by law;
- b. if there is a duty to the public to reveal the information;
- c. if our interests mean we must give the information (for example, to prevent fraud); or
- d. if you ask us to reveal the information, or if we have your permission.

14 Refunds and Claims

We will only credit your Account with a refund for a Transaction if the retailer asks us to. You cannot use a claim you may have against someone else to make a claim against us or refuse to pay us, unless you have a legal right to do so. You cannot transfer any rights against us to anyone else.

15 Ending this Agreement

This agreement will end if you or we have given written notice to the other and you have returned all Cards and made all payments due under this agreement. Unless there are exceptional circumstances we will give you 30 days' notice before we terminate this agreement.

16 General

16.1 We may transfer or delegate to any other person any or all of our rights and obligations under this agreement at any time. Any such transfer will not affect your rights under these Conditions.

16.2 You may not transfer or assign your rights and obligations under these Conditions to any third party without our prior written agreement although they shall subsist and endure to the benefit of your successors.

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- 16.3 If we choose not to exercise rights under these terms and conditions we may still do so at a later date.
- 16.4 If any provision of these Conditions is or becomes invalid or contravenes FCA Rules the remaining provisions shall not become invalid.
- 16.5 We are not liable if a bank, retailer, terminal or other machine does not accept your Card.
- 16.6 We are not liable for events outside our reasonable control, including but not limited to failures caused by industrial action, machine, data processing or transmission failures.
- 16.7 Nothing in these Conditions excludes terms and conditions implied by law between banker and client save where any such implied terms are inconsistent with these Conditions in which case these Conditions shall prevail.
- 16.8 Nothing in these Conditions excludes or limits any liability we may owe you under the Financial Services and Markets Act 2000 (the "Act"), any regulations made under the Act or under the FCA Rules or any other statutory rights you may have. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.
- 16.9 These terms and conditions and all matters arising out of the issue and use of the Card are governed by and construed in accordance with English Law and subject to the exclusive jurisdiction of the English courts.

17 Regulatory status

Brown Shipley & Co, Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and is a subsidiary of Quintet Private Bank (Europe) S.A. Registered office: 2 Moorgate, London EC2R 6AG. Company number 398426. FCA reference number: 124548. Telephone number: 020 7606 9833.

18 Complaints

If you are dissatisfied with the service we have provided or feel you have suffered a loss as a result of our actions, you should write to:

The Business Assurance Team,
Brown, Shipley & Co. Limited,
3 Hardman Street
Manchester M3 3HF

By email: Business.Assurance@brownshipley.co.uk

Upon receipt of your complaint, or on request, we will let you know about our complaints procedure and what to do if you are not happy about the outcome of our investigations. Subsequently, you may have a right to complain directly to the Financial Services Ombudsman.

For more information regarding how we handle complaints and your options, please see the Important Information section of our website.

1 October 2019