Charge Card Terms and Conditions



1. CONDITIONS

- 1.1 These Account Specific Terms and Conditions apply to the Hampden & Co Charge Card. They are additional to, and should be read together with, the General Terms and Conditions for Hampden & Co plc current accounts and deposit accounts (the 'General Terms and Conditions'), the Banking Charges Tariff and the Credit Interest Rates Sheet. If there is any inconsistency between these Account Specific Terms and Conditions and the General Terms and Conditions, the Account Specific Terms and Conditions override the General Terms and Conditions to the extent of the inconsistency.
- 1.2 'Account', when used in these Account Specific Terms and Conditions means your Hampden & Co Charge Card Account.

2. AVAILABILITY

To be able to have a Hampden & Co Charge Card you must:

- (a) be 18 or over and resident in the UK (unless we agree otherwise); and
- (b) maintain a Hampden & Co current account with us in the same currency as your Hampden & Co Charge Card (your 'nominated bank account') that is not:
 - (i) a Hampden & Co Minor Current Account;
 - (ii) a Hampden & Co Executors, Administrators and Personal Representatives Account;
 - (iii) a Hampden & Co Trust Account;
 - (iv) a Hampden & Co Pension Scheme Current Account; or
 - (v) a Hampden & Co Clubs & Associations Account.

3. CURRENCY

Your Account must be opened in sterling (GBP/£), euros (EUR/€) or US dollars (USD/US\$).

4. CHARGE CARD LIMIT

- 4.1 You can use the Charge Card up to your Charge Card limit. This is the limit as notified to you when we first provide you with the Charge Card.
- 4.2 It may be possible to increase your limit, subject to status. Please contact us for more information about requesting a limit increase.
- 4.3 We may change your limit by giving you notice in accordance with Condition 29 of the General Terms and Conditions unless we reasonably suspect fraudulent or other criminal activity, in which case we can change your limit at any point without prior notice.

5. STATEMENTS

- 5.1 We will send you, or make available to you, a monthly statement showing any payments that you have using your Charge Card (your '**charge card transactions**') since your previous statement.
- 5.2 Your monthly statement will be produced on the last Banking Day of each month and will show the charge card transactions you have made in that month, up to and including the day on which we produce the statement. You must tell us if your statement includes something you think is wrong.
- 5.3 Each month's statement will include the charge card transactions that you have made in the last two banking days of that month (if any). However, these charge card transactions will not be included in the amount you have to pay to settle your account for that month (your '**monthly balance**'). Charge card transactions made in the last two banking days of a calendar month will be included in the amount you will have to pay in the following month.

6. MONTHLY REPAYMENTS

6.1 You must pay your monthly balance (as defined in Condition 5.3 of these Account Specific Conditions) in full each month on the monthly payment date as described in Condition 6.2 of these Account Specific Terms and Conditions.

- 6.2 We will deduct the monthly balance from your nominated bank account automatically each month on the last Banking Day of the month even if this causes you to go overdrawn (or further overdrawn). This is your monthly payment date. It is your responsibility to ensure that your nominated bank account has sufficient funds to meet your payment obligations under these Account Specific Terms and Conditions and the General Terms and Conditions.
- 6.3 If your nominated bank account has insufficient funds, we may deduct any amounts you owe us in connection with your Charge Card from any other account you maintain with us in any currency in accordance with the General Terms and Conditions.

7. INTEREST RATE AND CHARGES

- 7.1 No interest will be charged on your account.
- 7.2 If you, or any cardholder, use the Charge Card for transactions other than in the currency of your nominated bank account, the amount of the transaction will be converted into the currency of your nominated bank account using the MasterCard exchange rate on the date that MasterCard processes the transaction and a percentage commission which we set on the amount of the payment. This rate may not be the same as the rate applied on the date the transaction was made, if the payment is processed by MasterCard after that date. Further details can be found in our Banking Charges Tariff.

8. HOW CAN YOU USE THE ACCOUNT AND CARD?

- 8.1 Once you receive your card you can use it (or the card details) to make purchases, in accordance with Condition 2(a) of these Account Specific Terms and Conditions and in accordance with the General Terms and Conditions.
- 8.2 You can make cash withdrawals using your Charge Card. However, these will be applied directly to your nominated bank account and not to your Charge Card Account. Details of the amounts you can withdraw are set out in the User Guide.
- 8.3 You can ask us to issue an additional Charge Card for use on your Account to any person you nominate as long as they are eligible for a Charge Card in accordance with these Account Specific Terms and Conditions. Alternatively you can ask us to set up separate Accounts for you to use with each third party to whom you want us to provide an additional card. Each such Account will be subject to a separate agreement for a Hampden & Co Charge Card Account.
- 8.4 You are responsible for all use of your Account by each cardholder, even if they do something which makes you break the terms of these Account Specific Terms and Conditions and the General Terms and Conditions. You must ensure that each cardholder uses the card according to the terms of these Account Specific Terms and Conditions and the General Terms and Conditions.
- 8.5 If you want to cancel any additional Charge Card, you are responsible for returning the Charge Card to us.
- 8.6 When considering whether you might exceed your Charge Card limit as a result of a transaction, we may take into account amounts that have not yet been added to your account balance, such as prospective transactions that we have authorised, or charges that you might incur.
- 8.7 Charge Cards belong to us. If we ask, you must not use them and you must return them to us. If we ask you to return the card, or if we believe the Charge Card is being misused, we may put a stop on it or ask others to retain it for us.
- 8.8 We may send you another Charge Card, including one with a different payment scheme logo, in the future as a replacement for your existing card, provided that the terms that apply to that card will be the same or better than your existing Charge Card.

CI005/0116 Page 2 of 2