

# Special Terms and Conditions for Business Customer Agreement & Special Terms and Conditions for Danske Bank Corporate Card

*(Please note that these Special Terms and Conditions apply in addition to the General Terms and Conditions for Business. In the event of a conflict between these Special Terms and Conditions and the General Terms and Conditions for Business, the General Terms and Conditions for Business shall prevail.)*

## Special Terms and Conditions for Business Customer Agreement

### Definitions

Defined terms used in these Special Terms and Conditions shall have the meanings given to them in the General Terms and Conditions for Business, unless otherwise defined herein. In these Special Terms and Conditions the following terms bear the following meanings:

**Agreement** means the Customer Agreement and the Terms and Conditions including these Special Terms and Conditions;

**Customer Agreement** means the agreement in connection with which the Terms and Conditions were supplied to you;

**Mandate** means the section headed "Mandate" in the Customer Agreement and any other documentation that may be completed by you in order to give a person access to an account, product or benefit forming part of the Package.

### 1. Termination

1.1 You may terminate the Agreement at any time by giving us at least one month's written notice in accordance with Clause 5 of these Special Terms and Conditions. We may terminate this Agreement at any time by giving you at least one month's written notice in accordance with Clause 5 of these Special Terms and Conditions save where we are required by law, regulation or

regulatory requirement to provide you with a longer notice period, in which case we shall give you such longer notice period.

1.2 We may also, subject to our obligations under all applicable laws, regulations and regulatory requirements, terminate this Agreement immediately where there is a justifiable, financial or legal reason to do so, for example, if: (a) you act, or are suspected of acting fraudulently or with negligence; (b) you act in an abusive or threatening manner towards our staff; (c) we suspect that there is a threat to the security of our systems; or (d) you become bankrupt, make or propose a voluntary arrangement with any of your creditors, or if you are a company you go into liquidation, examinership or administration or have a receiver appointed over all or any of your assets or are unable to pay your debts within the meaning of Section 214 of the Companies Act 1963 (as amended or re-enacted from time to time).

1.3 The termination of the Agreement by any means will (subject to the Terms and Conditions) cause the termination of the products and benefits which are part of the Package. This will not require the early repayment of any fixed term loan or closure of any deposit account provided always that you are in continued compliance with any terms and conditions applicable thereto.

1.4 Where the Package includes joint accounts, any cancellation or termination by the other account holder(s) of their Customer Agreement

with us will cause the termination of this Agreement.

1.5 Any termination of this Agreement by whatever means is without prejudice to liabilities accrued prior to such termination.

### 2. Fees and Charges

2.1 You agree to pay the fees and charges applicable to the products and benefits selected by you from time to time as set out in the Bank's "Clear and Simple: Business Fees and Charges Explained" brochure which is available on our website or on request..

2.2 You also agree to pay any fees and charges from time to time charged by the provider of a benefit in accordance with the terms and conditions applicable to that benefit.

2.3 The fees and charges will be debited to an account notified by you in writing or, in the absence of such notification, an account selected by us.

2.4 If the Package and/or products and benefits selected by you are provided to you by us at a discounted rate as a result of other arrangements between you and/or a third party with us, we reserve our right to levy the standard fees and charges applicable to the Package in accordance with Clause 2.1 above and/or products and benefits upon termination of such other arrangements by whatever means.

### 3. Variation

3.1 We may at any time, for any reason set in Clause 3.3 below:

- a) add to, remove or change the number of and/or nature of products and benefits which we offer to holders of a Package;
- b) introduce a fee or charge applicable to a Package and/or products and benefits selected by you from time to time and/or vary the amount, frequency or time for payment of such fees or charges;
- c) add to, remove, change or impose restrictions on the products and benefits available to holders of a Package;
- d) make any change to the Terms and Conditions; or
- e) make any change to a Mandate.

3.2 We will always give you at least one month's notice before making any change described in Clause 3.1 unless we are required by applicable law, regulation or regulatory requirement to give you a longer notice period, in which case we will give you such longer notice period. If the change is to your detriment we will give you the notice in writing. Otherwise we may notify you in writing or by advertisement in the national press and also by putting a message on our Website or by e-mail. If you continue to use the Bank's services after receiving notification of any of the changes set out in Clause 3.1, it will mean that you have agreed to the change.

3.3 The changes referred to in Clause 3.1 above will be made for one of the Variation Reasons.

#### 4. Assignment and Sub-contracting

4.1 You may not assign, sub-licence, transfer or otherwise dispose of any of your rights or sub-contract, transfer or otherwise dispose of any of your obligations under this Agreement without our prior written consent. We may sub-contract our rights or obligations under this Agreement to our sub-contractors and any sub-contracting shall not

affect our responsibilities and liabilities under this Agreement.

4.2 We may, subject to prior notification to you, assign, transfer or otherwise dispose of all or any of our rights or obligations under this Agreement.

#### 5. Notices

5.1 Notices and other communications in connection with this Agreement should be given in writing unless otherwise specified in this Agreement, or we otherwise determine. Such notices and other communications can be given to us in writing by post to the address stated at the head of this Agreement.

5.2 A notice given by you to us is deemed to be received on the date of actual receipt by us and is deemed to take effect from 5pm on the Business Day following the date of actual receipt.

#### 6. General

6.1 If any provision of this Agreement is held to be unenforceable, it will not affect the validity and enforceability of the remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provisions.

6.2 Failure or delay by either party in enforcing any term of this Agreement shall not constitute a waiver of such term.

6.3 You acknowledge and accept that a Package may from time to time provide an opportunity for you to apply for certain other of our products and that we, at our discretion and as advertised from time to time, may provide benefits in relation to such other products. If you want to apply for any of such other products you will have to make a separate application and any such application will be subject to status.

6.4 Where there are two or more of you, your legal liability under this Agreement will be joint and several. This means that each of you is liable together and also individually for your obligations to us.

## Special Terms and Conditions for Corporate Card

### 1. Introduction and Definitions

The use of the Card and PIN is subject to the Terms and Conditions as varied from time to time and to any of the rules of MasterCard current at the time of use. In these Special Terms and Conditions unless the context otherwise requires:

**Agreement** means the agreement concerning the provision and use of a Card;

**Card** means a Danske Bank Corporate Credit Card which we provide to you for use by a Cardholder, and any replacement card.

**Cardholder** means the person to whom we issue any Card at your request;

**Cash Advance** means any cash advance or transfer to another account at the Bank or any financial institution or purchase of traveller's cheques or foreign currency obtained in any way by use of the Card;

**Corporate Card Account** means the corporate card account maintained by us in your name in respect of all Cards;

**Credit Limit** means the maximum debit balance which we will allow on your Corporate Card Account;

**Individual Credit Limit** means the maximum debit balance which we will allow on an individual Card which we will notify to you and the Cardholder from time to time;

**Merchant** means a retailer, supplier or third party who is authorised to accept the Card;

**Password** means a password chosen by a Cardholder for use with a Card to make Transactions on the Internet;

**PIN** means the personal identification number issued to, or selected by you or a Cardholder from time to time;

**Purchases** has the meaning given in Clause 3.3 below;

**Transaction** means Cash Advances and all amounts which any Cardholder spends on goods or services using the Card or the Card number.

### 2. Business use only

2.1 A Card may only be used for business purposes and may not be used for personal, family or household purposes. Any Cash Advance

obtained with a Card must only be used for business purposes.

2.2 You acknowledge that, in entering into this Agreement and in using the Card, you are doing so in the course of your trade, business or profession and that you are not acting as a consumer within the meaning of, and are not entitled to the protections afforded by, the relevant laws, regulations and regulatory requirements governing the provision of consumer credit, including (but not limited to) the European Communities (Unfair Terms in Consumer Contracts) Regulations 1995 or the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (as amended), the Consumer Credit Act 1995 (as amended) [but excluding the Central Bank of Ireland's Consumer Protection Code as amended, supplemented, clarified or replaced from time to time].

### 3. Your Corporate Card Account

3.1 You must hold an associated Danske Bank business account and have at all times sufficient monies in that account to discharge the monthly balance on your Corporate Card Account. In exceptional circumstances a Corporate Card Account may be allowed without an associated business account providing that your Danske Bank relationship manager authorises this. If you choose to close your associated Danske Bank business account or if you do not have sufficient funds to discharge the monthly balance on your Credit Card Account, we are entitled to terminate your Corporate Card Account agreement without notification to you save where we are required by law, regulation or regulatory requirement to provide you with advance notice, in which case we shall do so.

3.2 We will open a Corporate Card Account in your name and we will provide a Card to you for use by each Cardholder and, when it is necessary for the use of the Card to do so, a PIN.

3.3 We will maintain the Corporate Card Account in your name and will debit to the Corporate Card Account the amount of each Transaction in respect of goods and services (**Purchases**) and of each Cash Advance obtained by use of the Card and the amount of our charges and any tax, duty or other charge from time to time levied on the Corporate Card Account or which we must pay to the Revenue Commissioners on behalf of the Cardholder, charges and taxes are treated as Purchases.

3.4 We will charge to your Corporate Card Account all Transactions and all other amounts you must pay under the Agreement. Transactions may be made by such means as we accept in each case, whether by presenting the Card, by signed voucher, by entering the PIN, by telephone, by transferring electronic data or otherwise. It will normally take from one to seven days for a Transaction to reach your Corporate Card Account although in some cases this may take longer. You will be responsible for all Transactions which you or any Cardholder authorise, whatever the manner of such authorisation.

3.5 If we have objectively justified reasons related to the security of the Card, suspicion of unauthorised or fraudulent use of the Card or a significantly increased risk that you will not be able to repay your indebtedness we may at any time withdraw a Cardholder's right to use a Card or refuse to execute any Transaction. We can make known any such withdrawal to anyone involved in the Transaction. None of these actions affect your or any Cardholder's existing obligations under the Agreement which continue. We can only exercise the right to withdraw use of a Card where there is a valid reason for doing so and subject to any applicable legal or regulatory obligations to which we are subject. Withdrawal of your or any Cardholder's right to use a Card and the reasons for such withdrawal or any refusal to execute a Transaction, where possible, together with the

reasons for any such refusal where possible will be relayed to the you, in advance in accordance with timelines under all applicable laws, regulations and regulatory requirements or immediately thereafter by telephone, fax, email in writing or person unless such notification is prohibited by legislation, regulation or regulatory requirement. We may unblock your or any Cardholder's Card, or replace your or any Cardholder's Card with a new one, if the reasons for blocking cease to exist. If you want to request such an unblocking, please contact the number on the back of your card or such other number that the bank may specify.

- 3.6 If you exceed your Credit Limit you must immediately repay any excess to us. When calculating whether the Credit Limit has been exceeded we will take into account any other Transactions we have paid or authorised for payment from your Corporate Card Account.
- 3.7 A person to whom a Card is tendered for Purchases or Cash Advances may seek specific authorisation from us or our agent to honour the Card for any Transaction even if the amount of the Transaction is within the available element of the Credit Limit. Such a person may be asked to verify your identity or obtain other information from you for security purposes. Use of the Card is subject to the agreement of any third party to whom it is tendered. For this reason, we are not responsible for any refusal by a third party to allow use of a valid Card for a Transaction or for the manner in which it is accepted or refused.
- 3.8 Once authorised, a Transaction cannot normally be stopped, however if you or a Cardholder dispute a Transaction the Merchant must be able to prove that the Transaction took place.
- 3.9 You will be responsible for all indebtedness created by a Cardholder as if their Card or PIN had been issued to and used by you. You can at any time ask us to cancel any Card but you will remain responsible for its use until it is returned to us and you have repaid all indebtedness incurred by its use.

3.10 Some purchases by mail, telephone or internet may be effected by quoting the Card number, expiry date and the Cardholder's name and address to the supplier. Generally, the supplier is required to seek authorisation for such Transactions and for internet Transactions authorisation may be by means of a Password. However, we are not liable for any loss or damage which may be caused by failure to seek or grant authorisation and whether authorisation is granted or not the Cardholder is liable for changes to the Corporate Card Account for such Purchase.

#### 4. The Card

- 4.1 Cardholders must follow any reasonable instructions that we give about using the Card and keeping it safe.
- 4.2 The Card will be valid for the period shown on the Card (unless the Agreement ends before then). Cardholders must only use their Card whilst it is valid and within their Individual Credit Limit. If a Cardholder does not use a Card for a period (determined at our discretion) we may choose not to issue a replacement Card when it expires and we can ask for it to be returned or we can ask others to hold on to it for us at any time.
- 4.3 The Card remains our property and can be recalled by us at any time. We may replace a Card with another card issued by us and change your Corporate Card Account number at any time if we give you reasonable notice. We may continue to reissue replacement Cards until you request us in writing to stop.
- 4.4 You agree to ensure that cardholders will not use the Card in any way prohibited by any laws, regulations or regulatory requirements (including using the Card to apply for an illegal purchase) and where appropriate: (a) by your partnership agreement; or (b) by the provisions of section 31 of the Companies Act 1990 (as amended or re-enacted from time to time).

4.5 We need not provide ATM facilities for use with a Card and such facilities, where provided, may be provided or determined without notice. We will not be liable for any loss, damage or inconvenience resulting from the non-operation, failure or malfunction of an ATM or the non-availability of ATM facilities normally available with a Card or PIN or in respect of any inaccuracy in data produced by an ATM. Additional facilities or benefits not expressly contracted for or specified may be withdrawn without notice. If we do provide ATM or ATM facilities, a specified daily maximum amount of €260 will apply unless we have advised you otherwise in writing. However if the card is used in the ATMs or ATM facilities of other banks a different amount may be imposed by them for operational or other reasons.

#### 5. Keeping the Card, PIN and Password Safe

- 5.1 Cardholders must sign their Card as soon as they receive it. They must keep their Card safe and not allow anyone else to use their Card. Cardholders must take all reasonable care to ensure the safety of their PIN and Password and prevent them from becoming known to anyone else. Cardholders must ensure that: (a) where we provide them with a PIN advice, the PIN advice is destroyed promptly on receipt; (b) where we have the facility to allow them to choose their own PIN and/or Password, they exercise all reasonable care when choosing their PIN and/or Password; (c) the PIN or Password is not written on the Card or anything usually kept with it; (d) the PIN or Password is not written down without making a reasonable attempt to disguise it.
- 5.2 Cardholders must not give their Card or Corporate Card Account number to any third party unless it is for the purpose of a Transaction or when reporting the actual loss or theft of their Card.

#### 6. Loss or Misuse of Card

- 6.1 Should a Card be lost or stolen or for any other reason liable to misuse, or should the PIN or Password become known to a person not authorised under condition 5 above, you or the Cardholder must notify us immediately by telephoning the Lost or Stolen Cards Number. You must confirm your notice within seven days by writing to us at Card services, Danske Bank, 1 Airton Close, Tallaght, Dublin 24.
- 6.2 Until we get effective notification, you will have to pay (subject to any legal limitations) for any use of the Card. Your liability will not exceed €75 unless a Cardholder has acted fraudulently or has with intent or gross negligence disregarded their obligation to keep the Card, PIN and Password (if any) safe. After we have been effectively notified you will not have to pay for any subsequent use of the Card other than fraudulent use by a Cardholder. We will bear the full losses in the following circumstances: (a) in the event of misuse when we have sent the Card to a Cardholder and the Cardholder does not receive it; (b) unauthorised Transactions when we have had effective notification that a Card has been lost, stolen or that someone else knows or may know the PIN or Password (subject to Clause 6.4 of these Special Terms and Conditions); (c) if someone else uses Card details without the Cardholder's permission and the Card has not been lost or stolen (subject to Clause 6.4 of these Special Terms and Conditions); (d) if a Cardholder suffers direct loss as a result of machine or systems failure, unless the fault was obvious or brought to the Cardholder's attention by notice or displayed message
- 6.3 Our liability in accordance with Clause 6.2 is limited to those amounts wrongly charged to the Corporate Card Account and any interest on those amounts.
- 6.4 You will have to pay for all losses if a Cardholder has acted fraudulently. You will have to pay for all losses before notification of the loss, theft or misuse if a Cardholder has with intent or with

gross negligence failed to comply with any requirement of Clause 5 of these Special Terms and Conditions).

- 6.5 If there is a disputed Transaction on the Corporate Card Account we will expect you and Cardholders to co-operate with us in our investigations. A Cardholder will give us and any person acting on our behalf all assistance and available information as to the circumstances of any loss, theft or possible misuse of the Card, PIN and/or Password and to help us recover the Card and limit possible loss. Failure to respond to queries raised by the Bank in a timely fashion may prevent recovery of funds by way of chargeback in certain circumstances. For this purpose we may disclose any relevant information to third parties.
- 6.6 You and Cardholders must give us all the information you and they have regarding the circumstances of the loss, theft or misuse of a Card or the disclosure of the PIN or Password. You and Cardholders will take all the steps reasonably considered necessary by us to help recover the missing Card. If we suspect that a Card has been lost, stolen or might be misused, or that the PIN or Password has been disclosed, we can give the Garda Síochána any information we think is relevant. Once you or a Cardholder has reported that a Card is lost, stolen or might be misused the Card must not be used again. It must be cut in half across the magnetic strip and the chip and immediately returned to the Bank at the above address.

#### 7. Statements

- 7.1 We will normally send you a summary statement each month showing the payments you have made to us and all amounts we have charged to your Corporate Card Account since the last statement and the balance on your Corporate Card Account at the date of the statement.
- 7.2 If your statement includes an item which you feel is inaccurate you must notify us as soon as possible. On becoming aware of an unauthorised

amount having been debited, you should notify the Bank without undue delay and, in any event, no later than thirteen months after the debit date in which case you will be able to obtain a refund from us, subject to all applicable laws if following prompt investigation by us we establish that the transaction was unauthorised. You should confirm your notice to the Bank in writing within seven days.

#### 8. Financial and Related Details

- 8.1 We will set a Credit Limit for your Corporate Card Account and tell you what it is. We may at our discretion vary the Credit Limit at your request or otherwise. Any variation so made will be confirmed in writing.
- 8.2 Each month you must pay us the full amount which the monthly statement we send you shows you owe us. You must also pay immediately any outstanding excess over the Credit Limit, any arrears of previous payments, any charges due under the Agreement and the amounts of any Transactions which break the terms of the Agreement.
- 8.3 Your statement will show the amount you need to pay and the date by which you must make this payment (normally twenty days after the statement date). Where a Direct Debit mandate is furnished to us we will initiate a payment request twenty days after the date of the monthly statement. Sufficient funds must be provided to meet Direct Debits. We may at our discretion re-present any unpaid Direct Debit. If you require additional copies of statements or Transaction vouchers a charge will apply.
- 8.4 We charge interest on the Corporate Card Account. The rate at the date of this Agreement is shown on the front page but we may change this rate from time to time at our discretion. Rate changes will be notified by: notices on our website, notices in the national press, notices on your statements and/or other means reasonably selected by us, subject to any applicable legal or regulatory obligations to



which we are subject. Details of our rates may be obtained on our Website.

8.5 We may from time to time introduce and/or maintain (either generally or for specific promotions only) different interest rates and different repayment terms. These will be notified to you in the same way as rate changes. Details may be obtained from our website.

8.6 An annual fee (and pro rata for part of a year) will be debited in advance to your Corporate Card Account in each year in respect of each Card issued. Details may be obtained on our website.

8.7 Interest will be charged as follows: (a) we will charge interest on the daily balance outstanding on Cash Advances on your Corporate Card Account. Interest will be charged on the amount of each Cash Advance from the date of that Cash Advance until that Cash Advance is fully repaid. A Cash Advance Fee, as detailed in the "Clear and Simple: Business Fees and Charges Explained" brochure will be debited to your Corporate Card Account; (b) for Transactions other than Cash Advances, provided you repay the whole balance on your Corporate Card Account in full by close of business on the due date for payment of those Transactions specified in your statement, no interest will be charged. If you fail to pay any amount when it is due under this Agreement a late payment charge will apply and we will charge you interest on the daily balance outstanding on your Corporate Card Account at the Corporate Card Rate (contained in the interest rate notices) provided that interest on Transactions made during the period of a statement other than Cash Advances will only accrue from the date for payment of those Transactions specified in that statement; (c) interest will be added to the Corporate Card Account monthly on the statement date. Interest will be charged on unpaid interest at the rate for the Transaction on which it arose; and (d) interest can be charged before and after any court judgement.

8.8 We will convert into euro the amount of the Transaction or refund of a Transaction made in a currency other than euro at a rate determined by us for the relevant currency (known as the Danske Bank Card Exchange Rate IRL at the time the Transaction or refund is charged to your Corporate Card Account. This may not be the date on which the Transaction or refund was carried out. You can find out the Danske Bank Card Exchange Rate IRL for the relevant currency by telephoning us, or by visiting our Website. The published rate is an indicative rate only since it is based on Transaction and refunds debited/credited the previous Business Day. Daily rate fluctuations will occur.

8.9 If you fail to pay any money due under the Agreement, we will charge you daily interest on the amount unpaid until it is paid. The rate of interest will be the rate which applies to the unpaid amount.

8.10 In addition, we may charge other account charges in accordance with the charges set out in our "Clear and Simple: Business Fees and Charges Explained" brochure, including charges if you make a payment to us in a currency other than euro. We may add to or change these charges at any time by giving you written notice subject to any applicable legal or regulatory obligations to which we are subject.

8.11 If a Cardholder gives Card details to a Merchant so that they can continually deduct payments/subscriptions ["recurring transactions"] from your Corporate Card Account, the sums authorised may be debited to your Corporate Card Account at the agreed intervals until the payment authority is cancelled.

8.12 When writing a letter of cancellation to a supplier, the Cardholder should sign and date the letter, quote the full Card number and always keep a copy as evidence of cancellation. The Cardholder should ask for and obtain written acknowledgement from the Merchant that the

payment authority has been cancelled. The Cardholder should also give adequate notice of cancellation before a payment is due.

#### 9. Refunds and claims

9.1 We will credit your Corporate Card Account with a refund when we receive a refund voucher or other refund confirmation acceptable to us.

9.2 We are not in any way liable if any Merchant refuses to accept your Card for whatever reason.

#### 10. Breaking the Agreement

10.1 If you or a Cardholder break the Agreement, we will charge you for any reasonable losses or costs we have to pay as a result. These may include costs we incur in tracing you or receiving money you owe us. If you fail to pay us any sum which has become due, or break the Agreement in any other way, or if you die or become bankrupt, we may ask you or your trustee or executor to pay the full amount you owe, after we have sent you any notice which the law requires.

10.2 We may debit your Corporate Card Account with the amount of our costs incurred or charges made for any payment returned unpaid, advising you that the Credit Limit has been exceeded, communicating with you as a result of you breaking the Agreement and for any other costs incurred or charges made by us as a result of you or any Cardholder breaking the terms of the Agreement in accordance with the charges set out in our "Clear and Simple: Business Fees and Charges Explained" brochure. We may add to or change these charges at any time by giving you written notice subject to any applicable legal or regulatory obligations to which we are subject.

10.3 If you break the Agreement we reserve the right to review any of your banking facilities with us or to withdraw any credit limit, subject to any applicable legal or regulatory obligations to which we are subject.

**11. Change of address**

You must write and tell us at once if you or any Cardholder change your or their name, or you change your address, or if you make your payments to us by Direct Debit and you change the bank or building society from which you make your payments.

**12. Changes to the Agreement**

We may vary the Agreement for the purpose of updating it in the light of developments, costs and practice. Changes will be effective on notice to you in writing or using such other means as we may be permitted by applicable law, regulation or regulatory requirement to use, subject to any legal or regulatory obligation to provide you with a longer notice period, in which case we will give you such longer notice period. We may in varying the Agreement introduce new changes to the Agreement, rates of interest, and changes to charges where the Card is used after any change becomes effective.

**13. Termination**

- 13.1 If you wish to end the Agreement you must advise us in writing and return all Cards issued for use on the Corporate Card Account cut in half across the magnetic strip and, if it contains one, the chip.
- 13.2 We may end the Agreement if: (a) you or any of you dies or becomes bankrupt; or (b) you are wound up, dissolved or ceased to trade; or (c) you go into liquidation or have an examiner or receiver appointed over all or any of your assets or are, or are deemed to be, unable to pay your debts as they fall due; or (d) you or any of you or any Cardholder break the terms of the Agreement; or (e) you or any of you are in breach of any other agreement made with us; or (f) we give you at least one month's notice in writing or using such other means as we may be permitted by applicable law, regulation or regulatory requirement to use, subject to any legal or regulatory obligation to provide you with a

longer notice period, in which case we will give you such longer notice period.

- 13.3 Terminating the Agreement will not affect your liability to us at that time. After sending you any notice required by law we may require you to repay at once all amounts you owe us. We will continue to add interest and charges to the Corporate Card Account until you have paid everything you owe under the Agreement.
- 13.4 We may give notice of termination of the Agreement orally (unless we are obliged by applicable law, regulation or regulatory requirement to provide notice in writing) or in writing. Where we do this, all Cards must be returned immediately and where the Agreement is suspended or ended, we may authorise or request any person to whom a Card is presented to retain or destroy it.

**14. Our rights of set-off and security**

If we owe you any money we will be entitled to apply the sum we owe you or any of you against any debt you owe us under the Agreement. Also, if you have any credit balance in any deposit, savings or other account in the name of you or any of you, we may take such balance and apply it to reduce or repay any sum you owe us under the Agreement.

**15. Relaxing the terms of the Agreement**

If we allow you more time to make a payment, or otherwise delay in enforcing any right under the Agreement, this will not affect our strict legal rights under the Agreement.

**16. Date of the Agreement**

The Agreement will only become binding on us when it is signed on our behalf.

**17. Assignment**

- 17.1 You may not assign your rights and duties under the Agreement.
- 17.2 We may at any time assign all or part of our rights and duties under the Agreement but this will not reduce any guarantee to which you are

entitled. Any reference to us includes our successors and assigns who shall be entitled to proceed upon and enforce the Agreement and to exercise all our powers and discretions as if named in the Agreement instead of us. We may disclose to any assignees or proposed assignees any information that we hold about you and any Cardholder and the conduct of the Corporate Card Account.

**18. Emergency Cards and Cash**

If a Cardholder is outside the Republic of Ireland and that Cardholder's Card is lost, stolen or ceases to function properly on request from you or that Cardholder, we will use our best endeavours to issue an emergency Card or emergency cash to that Cardholder. An emergency Card or emergency cash can be requested by telephoning 00353 1 484 3701. We aim to provide an emergency Card or emergency cash within 48 hours of contact from you or the Cardholder but we do not guarantee this. We accept no liability for the failure to deliver the emergency Card or emergency cash within this timeframe. The emergency Card will not be issued with a PIN and your existing PIN will not function with it. The emergency Card will be valid for a maximum period of three months from the date of issue and the Cardholder will be issued with a replacement Card as soon as possible. We will make a charge for the emergency Card or emergency cash which will be debited to your Corporate Card Account.

**19. Additional benefits**

We may from time to time at our discretion offer you additional benefits and services and may withdraw any of these you have chosen after giving you reasonable written notice. Any such benefits and services will not form part of the Agreement.

**20. General**

If we are unable to produce or send a statement, your liability for interest and charges will still continue subject to our obligations under all laws, regulations and regulatory requirements..