

# Commercial Cards

Agreement and  
Terms and Conditions

**Effective from 11 December 2020**



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# Credit Card Agreement regulated by the Consumer Credit Act 1974

In this agreement:

'We' are HSBC Bank plc and our registered office is at  
**8 Canada Square, London E14 5HQ, United Kingdom**

'You' are the customer

If you are a sole trader, an association of individuals (such as a club or society) or a partnership of two or three partners and we provide you with credit of £25,000 or less, this agreement is regulated by the Consumer Credit Act.

The Consumer Credit Act does not apply to corporate entities or partnerships of four or more partners. If you are a limited company, limited liability partnership, or another corporate entity, or other organisation outside the scope of the Consumer Credit Act, this agreement will not be regulated by the Consumer Credit Act. This means that consumer protections, including those referred to in any notices or headings in this document, do not apply to you.

You must tell us immediately if your name, address, telephone number or email address change.

The agreement is made up of the key terms and the additional terms.

## Key Terms

### **How much can you borrow?**

You can borrow up to the credit limit. You can tell us the limit you want to apply to the account as long as the limit is within the maximum borrowing limit we apply to your business. If we change the limit later, we will tell you before we make the change.

### **How much do you have to pay each month and when?**

We will give you a statement each month showing the minimum payment for that month (we may not give you a statement if you do not need to make any payment). The minimum payment will be the higher of (rounded to the nearest pound):

- ◆ The sum of (a) interest for the period from the last statement, (b) any fees and charges and (c) 1.5% of the full amount you owe as shown on your monthly statement (not including interest and charges); or
- ◆ £5

For example, if the amount you owe on the statement date is £850 including interest of £25 and charges of £7.50, the minimum payment will be £45 (which is the sum of £25 (interest), £7.50 (charges) and £12.26 (1.5% of £817.50)) rounded to the nearest pound.

If you owe less than £5, you must pay the full amount you owe (e.g. if you owe £2.50 that will be the minimum payment).

We recommend that you pay more than the minimum payment whenever possible. If you make only the minimum payment each month, it will take you longer and cost you more to clear your balance.

You must make payments by Direct Debit from your HSBC business current account. We will collect the minimum payment (or, if you ask us, the full amount you owe) from your account seven days after your statement date. You can always pay more than the minimum payment to reduce the amount of interest you have to pay including fixed regular amounts by standing order. Information about how to make sure payments reach us on time is on the back of the statement.

You must also pay immediately the amount of any missed payments and the amount you owe above the credit limit. We will collect these amounts with your minimum payment if you have not paid them already.

You must try not to pay into the account more than you owe us. We will refund any credit on your account. We will not normally allow you to spend it.

## **How much does it cost to borrow?**

### **Standard rates and charges**

In all other cases, and after the end of an introductory period, our variable standard rates and charges will apply. These are the current standard rates and charges.

<b>Transaction type</b>	<b>Annual interest rate</b>	<b>Charges added to the account with the transaction</b>
<b>Purchase</b>	15.9%	0% for a purchase in sterling
<b>Cash or cash related payment</b>	15.9%	2.99% of the cash or payment (minimum £3)

We may make other promotional rates and charges available in the future. If we do we'll tell you.

We charge interest from the date each transaction or charge is added to your account until the amount you owe us has been repaid in full. We work out interest on a daily basis and add it to the account on your monthly statement date. If you pay at least the minimum payment each month you will pay off all the interest added to the account that month but, if you don't, we will charge interest on that interest as well as on transactions added to your account.

There are two exceptions to this. We don't charge interest on any purchases shown in a statement if you repay the full amount you owe us on that statement date by the next payment due date. The payment due date (which we will show on your statement) will be 25 days from your statement date. We also don't charge any interest on default charges.

This means that if, for example, you repay in full the amount shown in your July statement by the payment due date in August, we will not charge interest on any purchases added to your account and shown in your July statement. However, even if you don't use your account at all after the July statement date, there may still be 'trailing' interest shown in your August statement. This will be interest we have charged on any amounts carried over from your June statement.

If you pay the trailing interest in full in September we will not charge any further interest on the account.

### Non-sterling transaction charges

<b>Transaction type</b>	<b>Charges added to the account with the transaction</b>	<b>Exchange rates for the day the transaction is converted into sterling</b>
<b>Purchase, cash or cash related payment</b>	2.99% of the transaction in sterling (minimum charge for cash or cash payment £3). These charges are in addition to other charges (for example a cash transaction in Euro will have two charges).	The card schemes use wholesale market rates. You can find the current exchange rates by visiting <b>visaurope.com/makingpayments/exchange-rates</b> or <b>mastercard.com/global/currencyconversion</b>

## Card fees

On each anniversary of opening the account, we will charge an annual fee of £32 for the first card and £32 for each further card we give you. After the first year we will charge for each card added to the account when we provide it and on each anniversary from then on.

## Default charges

Reason	Charge	Added to the account
<b>For paying late</b>	£12	On the date you should have made the payment
<b>For enforcing repayment, including legal and tracing costs</b>	Our reasonable costs	When we apply for enforcement

## APR 22% variable

### Total amount payable – £1,330.66

We do not know when this agreement is made how much you will actually pay, or the cost, because this depends on how much you borrow, how quickly you repay it and whether we make any changes to interest rates or charges or other terms (e.g. if we increase the minimum monthly payment). For this reason, regulations require us to assume when we work out the APR and total amount payable that you have one card on the account, the credit limit is £1,200, you spend the full amount on a purchase when the account is opened and you repay it, with interest at the standard rate for purchases stated in this agreement, by 12 equal monthly payments.

## Can we change the cost of borrowing or any other terms?

### Changes to the credit limit

You can ask us at any time to consider increasing your credit limit, or tell us that you would like a lower credit limit, or that you do not want to receive any future credit limit increases. If we change our view of your ability to repay us because of information we get from credit reference agencies or the way you manage the account (for example because you often pay us or other lenders late), we may reduce your credit limit.

### Changes to rates

We may also increase or decrease rates to take account of an actual, or reasonably expected, change in the interest rates we have to pay for example as a result of a change to the Bank of England Base Rate or in our underlying costs or in law or regulation or to our way of doing business, including the introduction of new technology.

## **Other changes**

We may also change rates and charges and other terms for any reason, including a reason that we cannot predict at the outset.

## **Telling you about changes**

At least two months before we make any change we will tell you about the change and how it will affect you. We will do this by including a message in your monthly statement, by writing to or emailing you separately or by sending you a mobile message or message using any secure storage facility we provide online. If the change is to your advantage we may give you less notice.

## **Your rights when we tell you about changes**

If you do not want to accept any change we tell you about, you can end the agreement without charge (in fact you can end the agreement at any time). The change will still apply until you have paid everything you owe us.

If you are a sole trader, an association of individuals (such as a club or society) or a partnership of two or three partners and we provide you with credit of £25,000 or less and the change is an increase to an interest rate, you can repay what you owe us at the unchanged interest rate if you tell us within 60 days of notice of the increase that you do not want to accept the higher rate.

## **When will the agreement begin and end?**

The agreement will begin when we have opened the account linked to your card. The agreement does not have a fixed end date but you and we can end it as explained below. You will normally be able to use the account when we have sent you a card.

## **How can we use information about you?**

We will use any information you provide to us as explained in our Privacy Notice. Please read our Privacy Notice for more details about how we will collect, use and share your information and your rights to it. You can find this at [business.hsbc.co.uk](https://business.hsbc.co.uk) or you can ask for it in branch.

## **Can you make a claim against us where you have a claim against a supplier?**

If you purchase any item of goods or services costing between £100 and £30,000 using credit under this agreement you may have a right of redress against us as well as the supplier if, for example, the goods fail to arrive or are not of satisfactory quality or the supplier made a representation which you relied on about the goods which was not accurate.

However, if you have a dispute with someone else over a transaction, you must keep making payments to us while you are resolving it.

**What could happen if you miss payments?**

Missing payments could make it more difficult to obtain credit and result in legal action or bankruptcy proceedings to recover any debt owed under this agreement.

## Additional terms

**1. Who can use the account and how?**

**1.1** You, and any cardholder you have asked us to give a card to, can use the account for the following types of business related transaction:

(a) To make a purchase.

(b) To obtain cash or make a cash related payment (such as buying travellers cheques or foreign currency, purchasing money orders or transfers made at your request). We will tell you if there is a limit on the amount of cash you can withdraw each day.

(c) If available at any time, to make a payment from your account to reduce or repay an amount you owe to another lender (other than another lender in the HSBC Group (we will tell you if this is the case when you ask us to make the payment)).

We reserve the right to decline any type of transaction referred to in this section 1.1, when made to merchants we identify as being in the business of gambling, even if such transaction is not for a bet. We treat transactions made with someone operating gambling facilities, such as casinos, bookmakers or online gambling sites as not being a permitted use of your card. Please note that this will also include non-gambling transactions, such as buying food or drink in a casino.

**1.2** We will cancel any cardholder's card when you tell us to. We do not have an agreement with any other cardholders so we cannot give them any information about the account and you are responsible for use of the card by a cardholder, including any use that makes you break this agreement. For example, if a cardholder makes a payment that takes the amount on the account over the credit limit you will be liable.

**2. How do you authorise payments?**

**2.1** When you, or a cardholder, make a transaction it must be authorised before we can charge it to your account. You or the cardholder will need to provide the card or the card number which has been issued to you or the cardholder and will be told the additional steps needed to authorise the payment (except for some low value contactless payments). This could be by signing a paper, or electronic, document, by using the personal identification number (or PIN), biometric data (such as finger print) or other security details we may agree from time to time.

**2.2** If the card, card number and PIN, biometric data or other security details have been used we will assume the transaction has been authorised by you or a cardholder. You must therefore tell us immediately if you do not recognise a transaction charged to your account and shown in your statement. You and a cardholder must not:

- (a) use the card or account for any illegal purpose (or allow anyone else to do so); or
- (b) go over your credit limit.

When working out whether a transaction is within the credit limit, we take account of transactions which we have already authorised but have not yet charged to the account. For example, if there is £150 left within a cardholder's credit limit and we give a hotel authorisation for a payment of £100, we may not allow that cardholder to spend more than £50 until the authorisation is cancelled.

**2.3** Your liability for unauthorised transactions depends on the size and nature of your business.

(a) If you are a sole trader, an association of individuals (such as a club or society) or a partnership of two or three partners and we provide you with credit of £25,000 or less:

(i) you will be liable for all transactions made by a person that you, or a cardholder, allowed to use a card or the card number until we are told that the card or card details may be misused; but

(b) you will not be liable for any other transactions not authorised by you or a cardholder.

(c) In all other cases (save where the liability waiver in section 15 applies):

(i) you will be liable for all transactions and related costs arising from use of the card(s):

(1) if you or a cardholder has acted fraudulently;

(2) if you or a cardholder has either intentionally or with gross negligence failed to protect the card or card details, but you will not be liable after we have been told that the card or card details may be misused; but

(ii) you will not be liable for any other transactions not authorised by you or a cardholder.

Where a refund is due for an unauthorised transaction, we will make it as soon as is practicable and no later than the end of the next working day together with any related interest and charges. To tell us that a card or card details may be misused you must use the contact details set out below.

### **3. When will we give refunds for payments you have authorised?**

**3.1** If a retailer gives you a refund for a purchase we will only credit it to the account when we receive details from the retailer. Until then we will charge the relevant rate of interest on the purchase.

**3.2** Where you, or a cardholder, authorise a payment but the amount of the payment is not known (e.g. if you agree the card can be used to pay a hotel bill but the amount you need to pay is not known until you check out) then, if the payment charged to your account is higher than you could reasonably have expected, you can ask us to make a refund of the amount charged to your account as long as you do this within eight weeks of the date that the payment was charged to your account. If you do this, we may need to ask you for information to help us find out what happened. If you are entitled to a refund, we will make it within ten days of the date that we have all the information we need to make a decision.

**3.3** You can't ask for a refund where you or the cardholder gave consent for the transaction directly to us and we, or the retailer, provided information about the transaction (or made it available) at least four weeks before the payment was made.

### **4. Can you stop payments you have authorised?**

**4.1** You can cancel payments which are due to be made on a future date (for example, if you set up a regular payment) by contacting us by the end of the business day before the payment is due to be made (normally 5 pm). You must also contact the retailer to tell them you have cancelled the payment.

**4.2** You cannot cancel any other transaction after you or a cardholder have authorised it (for example, you cannot cancel a cash withdrawal or payment for goods or services provided at the time of payment).

### **5. Can we refuse to authorise a transaction or suspend your right to use the account?**

**5.1** We may refuse to authorise a transaction and cancel or suspend use of the account and refuse to replace or reissue a card if authorising the transaction would cause a breach of this agreement or we reasonably:

(a) believe that there is a significantly increased risk that you may not be able to repay the amount you owe us (this could be because of the way you manage this account or other accounts you have with us, information we get from credit reference agencies or us finding that you are bankrupt or have made an arrangement with your creditors);

(b) suspect fraudulent or unauthorised use of the account;

(c) consider it necessary for the security of the account or card;

(d) suspect that you, any cardholder or third party has committed or is about to commit a crime or other abuse in connection with use of the card or the account.

You may be asked for further information, including verification of your identity, when we are asked to authorise a transaction.

**5.2** We will tell you if we refuse to make a transfer to another lender (if available) but, for other transactions, you will usually find out if we have refused a transaction because you will be asked for payment by another card, cheque or cash. We will tell you why we have refused the transaction (unless the law prevents us) if you call the contact details below.

**5.3** We are not responsible if a retailer or supplier refuses to accept your card.

## **6. How do we apply payments?**

If the amount you pay in a month is less than the full amount you owe, we will apply the amount you pay in the following order:

- (a) any unpaid arrears or amounts over the credit limit;
- (b) the amount you owe us and shown in your statement;
- (c) any transactions, interest or charges not yet included in a statement.

We will apply your payment first to amounts on your account which we charge at the highest interest rate followed by amounts we charged at lower rates. In each case, interest and charges are paid off first.

If some amounts are charged at the same interest rate, we will apply your payment to the oldest amounts first.

## **7. Payments into your account by mistake or fraud**

If we suspect a payment into your account was the result of fraud, we will remove it. If we make a payment into your account by mistake or as a result of an error, we will take the amount out of your account.

If we are told that a payment from within the European Economic Area (EEA) was made into your account by someone else's mistake (for example if the payer gave the wrong account number), but, when we contact you, you tell us the payment was intended for you, we are legally required to share all relevant information including your name and address and transaction information with the bank the payment came from if they ask us so that the payer may contact you.

In all other cases we'll tell you about it and, depending on how long ago the payment was made into your account, we will either give you time to show us that it was intended for you before we return it or we'll get your consent. During this time we will make sure you cannot use the payment (we might do this by taking the amount out of your account or by limiting access to the amount on the account).

## **8. What steps do you need to take to keep your account secure?**

You must:

- (a) take all reasonable precautions to prevent the account from being used for fraud (when we send a card to you or a cardholder we will tell you what precautions you can take, for example not keeping your PIN or passwords with the card);
- (b) tell us immediately using the contact details below if you think the card is lost, stolen or may be used by someone else or fraudulently (if you find a card you have reported as lost you must destroy it and not use it);
- (c) if we ask, make sure all cards issued on your account are destroyed immediately; and
- (d) co-operate with us and the police to investigate any unauthorised transactions.

## **9. Using a third party provider (TPP)**

A TPP is a third party service provider that is authorised by or registered with the FCA or another EEA regulator or otherwise permitted by law to access information and make payments on online payment accounts operated by other providers (such as banks, building societies and credit card issuers) and has your permission to do this. An EEA regulator is a regulator in a member state of the European Union, Iceland, Liechtenstein or Norway.

If you choose to use a TPP, the terms of this agreement will still apply. We will give the TPP access to account information and you will be able to make the same payments through the TPP that you would be able to make if you were dealing with us online.

Account information will include details about who you make payments to and receive payments from. This might contain some sensitive personal information.

Although you must not, generally, give your security details to anyone else, you may give them to a TPP if it is necessary to allow them to provide their services to you. We may refuse to allow a TPP to access your account if we are concerned that the TPP is acting on an unauthorised or fraudulent basis. We will tell you if we do this (unless doing so would compromise our reasonable security measures or would otherwise be unlawful).

You must check from the information provided to you by the TPP that they are authorised. If you give your security details to an unauthorised third party, we will assume it is you that is authorising us to give access to information about your accounts and you will be responsible for any payments made as a result. If we are aware that an unauthorised third party is using your security details, we'll block access to your accounts.

If you think a payment made through a TPP was unauthorised or incorrect you must call us as soon as you can.

## **10. How and when can this agreement be ended?**

### **Ending the agreement on notice**

**10.1** The agreement does not have a fixed end date and you can end this agreement at any time and without charge by giving us notice. We can end the agreement by giving you two months' notice in writing. In either case, you (and any cardholder) must stop using the account. The agreement will continue until you have repaid everything you owe.

### **Ending the agreement for breach**

#### **10.2** If:

(a) you repeatedly fail to pay minimum payments on time or go over your credit limit; or

(b) we find that any information you provided as part of your application was materially incorrect or misleading or that you have used the account for a non-business purpose;

(c) you are declared bankrupt or have similar proceedings taken against you; or

(d) you or anyone else take action which is, or could directly result in, a formal step being taken for the bankruptcy, receivership, administration, liquidation, dissolution or similar proceedings against you or any of your assets;

(e) you enter into or propose any composition, voluntary arrangement or scheme of arrangement with your creditors;

(f) we reasonably suspect any fraud or other criminal activity in connection with this agreement and/or any other facility or account that you have with us;

(g) you fail to repay or meet in full any debt or liability when it is due to us or anyone else;

(h) you cease, transfer or assign the whole or a substantial part of your business or your interest or control in it or we become aware that you are about to do any of these things;

We can:

(i) demand immediate repayment of the amount you owe on the account;

(ii) disclose information about you and the conduct of your account to licensed credit reference agencies (which would make it more difficult for you to borrow in future);

(iii) restrict access to credit on other accounts you have with us (such as an overdraft or other credit cards);

(iv) bring legal action to recover what you owe us (which could include getting a court order giving us the right to payment out of the sale proceeds for your home or other property); and

(v) require you to pay our reasonable costs and expenses for taking action to obtain payment, including legal costs; but we will give you advance notice and the opportunity to fix the problem before taking any of these steps (unless the problem cannot be fixed).

**10.3** If we choose not to enforce our rights under this agreement at any time, we may enforce them at a later date instead.

### **11. Can we use any other funds to repay what you owe?**

**11.1** If we hold any money for you on another account (for example if you have money in a current or savings account), we can use it to reduce or repay any sums you fail to pay under this agreement.

**11.2** If you have provided security for any other borrowing from us:

(a) if you are a sole trader, an association of individuals (such as a club or society) or a partnership of two or three partners and we provide you with credit of £25,000 or less it will not apply to any amounts you owe under this agreement;

(b) in all other cases, it may apply to any amounts you owe under this agreement.

### **12. Can we transfer our rights and obligations under this agreement?**

We may transfer our rights and our obligations under this agreement to a third party, including information about you and how you have managed your account which the third party needs to know. We will tell you if we do this.

### **13. What law governs this agreement?**

This agreement and our dealings with you before the agreement is made are governed by the laws of England and Wales. Any dispute can be dealt with by an English or Welsh court unless your address is in:

(a) Scotland (where it will be dealt with by the courts of Scotland); or

(b) Northern Ireland (where it will be dealt with by the courts of Northern Ireland).

We will communicate with you at all times in English.

### **14. What happens if you cannot make a payment or access your account?**

We will not be liable for any loss due to:

(a) any failure or delay in providing our service caused by strikes, industrial action, failure of power supplies or computer equipment or other unusual or unforeseeable causes beyond our reasonable control; or

(b) a retailer or cash machine not accepting, or retaining, your card, or the way in which this is conveyed to you.

## **15. Liability waiver**

**15.1** Where the following conditions are satisfied we will, on written request, waive your liability for transactions as long as, at the date of the transaction you have more than one cardholder employed by you:

(a) the transaction:

(i) took place after you had notified us that the cardholder was no longer employed by you and, consequently, was no longer authorised to use a card; or

(ii) the transaction was an act of dishonesty or fraud on the part of the cardholder; and you did not instruct nor give permission to the cardholder to authorise the transaction; or

(b) you did not benefit in any way from the transaction (for example because the goods or services paid for were not for the purposes of your business) and you have paid us, or are being asked to pay, for the transaction but you have been unable to obtain payment for the transaction from the cardholder or any other person.

**15.2** The following limits apply:

(a) £15,000 for claims made in any 12 month period in relation to an individual cardholder;

(b) for cash withdrawals, £200 a day and £600 in any 12 month period for each cardholder;

(c) an overall limit under this agreement of £1,000,000.

**15.3** We will refund any interest charged on a transaction if we waive it.

**15.4** You must give written notice to us as soon as possible after the transaction, but in any event no later than two months following the date of the statement on which the transaction(s) appear. The notice should state you are requesting a waiver, provide sufficient detail for us to identify the card, the cardholder and each transaction for which a waiver is requested and explain the circumstances under which the request is made. We may require you to provide further information before a waiver is granted. Where necessary, any information provided may be passed to the police or any other relevant authority.

**15.5** You must continue to make payments under the agreement while we consider your waiver application.

**15.6** We will not give a waiver (and will reverse any refund) if it becomes apparent that you instructed, approved, authorised or in any way colluded in the authorisation of transaction(s) for which a waiver was requested or that you have obtained recompense for the transaction from any other person or any benefit from the goods or services purchased.

## **16. Information we need from you and when we can disclose information about you**

If we make a reasonable request for information, you must give it to us as soon as possible. If you do not give it to us, or if we suspect fraudulent or criminal activity of any kind:

- (a) you might not be able to carry on doing some or all of your banking with us any more;
- (b) we might try to get it from another source, ourselves; or
- (c) we could block or close your account(s) or suspend your access to services.

You agree to make sure the information you give us is accurate and up to date. And you must tell us if anything changes, within 30 days.

We will use your information as explained in our Privacy Notice. In addition, we will give it to others if we are compelled to do so by law, we have a public duty to disclose it, we need to disclose to protect our own interests (for example, in any legal proceedings) or if we have your specific agreement. For example, if we believe that you may have tax obligations in other countries, we may have to disclose information about you directly to all applicable tax authorities including HM Revenue & Customs (HMRC).

# Important Information

## **How to contact us**

If you need to update your contact details, ask for information, tell us that you want to withdraw from the agreement or make a complaint please:

- ◆ write to  
**HSBC Customer Information**  
**PO Box 760**  
**1 The Forum**  
**Parkway**  
**Fareham**  
**PO14 9TE** or
- ◆ call **03457 60 60 60** (International **+44 1226 260 878**).

We and our authorised agents and representatives may record and/or monitor telephone conversations with you and any cardholder so that we can maintain our service standards.

## **How we'll communicate with you**

We'll communicate with you in English.

We may give you notices or other information about your credit card, for example, in your monthly statements (paper and electronic).

Any reference in this agreement to a written notice or written communication includes statement messages and at our discretion and where you have given us appropriate contact details, email, and, if you are a user of our Business Internet Banking Services, delivery to your “My messages” inbox within the Internet Banking Service. We recommend that you keep a copy of any notice delivered by email or through the Internet Banking Service by either printing or saving it. If you do not wish us to use email or the Internet Banking Service in this way, please let us know.

We’ll use the most recent contact details you’ve given us which could include your post and email address, telephone and mobile numbers. If we need to contact you about any actual or suspected fraud or security threats, we’ll use the fastest and most secure way of contacting you (for example, we may try to send a text message rather than telephone).

### **Your information – Privacy**

Your privacy is important to HSBC.

You explicitly consent to us accessing, processing, and retaining any information you provide to us, for the purposes of providing payment services to you. This does not affect any rights and obligations you or we have under data protection legislation. You may withdraw this consent by closing your account. If you do this, we will stop using your data for this purpose, but may continue to process your data for other purposes.

Our Privacy Notice explains how we collect, use, disclose, transfer, and store your information and sets out your rights to your information. You can find this at [hsbc.co.uk](https://www.hsbc.co.uk) or you can ask for a copy in branch.

Before you (or anyone on your behalf) provides information on connected persons to us or a member of the HSBC Group you must ensure that you have a legitimate interest, lawful purpose or the agreement of the relevant connected person. You must also ensure that they’ve been provided with our Privacy Notice, which explains the way in which their information will be processed and their rights in relation to their information.

### **What’s a ‘connected person’?**

A ‘connected person’ is a person or legal entity whose information (including personal data or tax information) you provide, or which is provided on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with this agreement.

A connected person could be any guarantor, a director or officer of a company, partners or members of a partnership, any substantial owner, controlling person, or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, recipient of a designated payment, your representative, agent or nominee, or any other persons or entities with whom you have a relationship that's relevant to your relationship with the HSBC Group.

### **How can you make a complaint?**

If we do not give the standard of service you expect, or if you think we have made a mistake, please let us know so we can investigate, put matters right and take steps to prevent it happening again.

If you are not happy with the way that we deal with your complaint, you can refer your complaint to the Financial Ombudsman Service by writing to:

**Financial Ombudsman Service**  
**Exchange Tower**  
**London E14 9SR**

calling **0800 023 4567** or **0300 1239 123** or sending an email to **complaint.info@financial-ombudsman.org.uk**

You can find out more about the Financial Ombudsman service on their website at **financial-ombudsman.co.uk**

If you are not able to use the Financial Ombudsman Service please note that we do not use any other dispute resolution services.

### **Standards of Lending Practice for Business Customers (the "Standards")**

We are committed to the Standards of Lending Practice for Business customers. The Standards is a set of principles of good practice in relation to lending to business customer with a consolidated annual turnover of up to £25m (exclusive of VAT and other turnover related taxes). The Standards apply to products offered for business lending purposes: overdraft, loan, credit card, commercial mortgage and chargecard products across the customer/product lifecycle.

A copy of the Standards of Lending Practice can be obtained at **lendingstandardsboard.org.uk/the-standards-for-business-customers/** and a copy of the Statement of Lenders and Borrowers responsibilities from our website **business.hsbc.uk/en-gb/gb/generic/lending-standards-board**.

### **Direct Debit Guarantee**

The following Direct Debit Guarantee applies to repayments by Direct Debit.

- ◆ The Guarantee is offered by all banks and building societies that accept instruction to pay Direct Debits.

- ◆ If there are any changes to the amount, date or frequency of your Direct Debit HSBC Bank plc, Card Services will notify you (normally three working days) in advance of your account being debited or as otherwise agreed. If you request HSBC Bank plc, Card Services to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- ◆ If an error is made in the payment of your Direct Debit, by HSBC Bank plc, Card Services or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society. If you receive a refund you are not entitled to, you must pay it back when HSBC Bank plc, Card Services asks you to.
- ◆ You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify HSBC Bank plc, Card Services.

### **Taxes**

You may have to pay other taxes or costs in relation to this agreement that are not imposed by us or paid through us. If we are asked to cover any tax or duty which is owed because we provide this service to you then we will charge you the amount of that tax or duty.

### **Copies**

You may ask us for a copy of this agreement at any time before it's ended.

### **How we are authorised**

HSBC Bank plc is established and has its registered office at **8 Canada Square, London E14 5HQ, United Kingdom.**

We are a financial services organisation and banking institution authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our reference number is 114216.

You can check this on the Financial Services Register by visiting the Financial Conduct Authority website **fca.org.uk** or by contacting the Financial Conduct Authority on **0800 111 6768**. The Financial Conduct Authority is the supervisory authority under the Consumer Credit Act 1974. Its address is **12 Endeavour Square, London E20 1JN.**

### **Identify theft assistance from PrivacyGuard®**

You have access to a dedicated helpline that provides advice if you have concerns about your personal risks of identity theft. Check out our online tool to help assess any risk.

# Accessibility

To find out more about our accessible services please visit, if you are a customer of HSBC in the Channel Islands and Isle of Man: **[ciiom.hsbc.com/accessibility](https://ciiom.hsbc.com/accessibility)** or a customer of HSBC Bank plc in the UK: **[hsbc.com/accessibility](https://hsbc.com/accessibility)**. Or ask at any of your local branches.

**If you'd like this document in another format such as large print, Braille or audio, please contact us on 03456 006 161.**

BSL Video Relay Service is also available (Monday-Friday 8am-6pm, excluding Bank and Public Holidays).

**[ciiom.hsbc.com](https://ciiom.hsbc.com)**  
**[hsbc.co.uk/business](https://hsbc.co.uk/business)**

**HSBC Bank plc.** Registered in England and Wales with number 00014259. Registered Office: 8 Canada Square, London E14 5HQ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 114216.

HSBC Bank plc, Jersey branch, is regulated by the Jersey Financial Services Commission for Banking, General Insurance Mediation and Investment Business.

HSBC Bank plc, Guernsey branch, is licensed by the Guernsey Financial Services Commission for Banking, Insurance and Investment Business.

In the Isle of Man HSBC Bank plc is licensed by the Isle of Man Financial Services Authority to take deposits and carry on investment business.

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