Barclaycard Conditions of Use

BARCLAYCARD VISA

Definitions

1. In these conditions: **'this Agreement'** means the agreement between the Bank and the Cardholder the terms of which are these conditions as varied from time to time, **'Authorised User'** means a Cardholder nominated under condition 13, **'the Bank'** means Barclays Bank PLC, **'Card'** means the Barclaycard issued to a Cardholder, **'Card Account'** means an account maintained by the Bank in relation to Card Transactions, **'Cardholder'** means any person for whose use a Card is issued by the Bank, **'Card Transaction'** means any payment made or cash advance obtained by the use of the Card, the Card number or in any manner authorised by the Cardholder for debit to the Card Account, **'Credit Limit'** means the maximum debit balance permitted on the Card Account as determined and notified to the Principal Cardholder by the Bank from time to time, **'Designated Bank'** means any of the Bank, Mercantile Credit Company Limited and Yorkshire Bank PLC, **'PIN'** means the personal identification number issued to the Cardholder, **'Principal Cardholder'** means a person in whose name a Card Account is maintained and **'United Kingdom'** includes the Channel Islands and the Isle of Man.

Use of the Card

2. The Card must be signed by the Cardholder immediately on receipt and may only be used:
(i) by that Cardholder;
(ii) subject to the terms of this Agreement current at the time of use;
(iii) within the Credit Limit (any excess over the Credit Limit being immediately repayable to the Bank and in calculating whether the Credit Limit has been exceeded the Bank shall take into account the amount of any Card Transaction not yet debited to the Card Account and of any authorisation given by the Bank to a third party in respect of a prospective Card Transaction);
(iv) to obtain the facilities and benefits from time to time made available by the Bank in respect of the use of the Card;
(v) during the validity period embossed on the Card;
(vi) subject to the right of the Bank in its absolute discretion and without prior notice, at any time to withdraw the right to use the Card for, or to refuse any request for authorisation of, any particular Card Transaction and to publish any such withdrawal or refusal.

The Card Account

3. The Bank may debit the Card Account with the amounts of all Card Transactions, any other liabilities of the Cardholder and any loss incurred by the Bank arising from the use of the Card. The Principal Cardholder will be liable to pay to the Bank all amounts so debited whether or not a sale or cash advance voucher is signed by a Cardholder.
4. The amount of any Card Transaction in a currency other than sterling will be converted at a rate of exchange determined by the Bank for the date when the Card Transaction is debited to the Card Account.
5. (i) The Bank will normally send a monthly statement to the Principal Cardholder who will pay within 25 days following the date of the statement, not less than 5% of the amount shown in the statement to be due to the Bank or £5 (or the full amount due if less than £5), whichever is the greater. The Principal Cardholder will also pay immediately any outstanding excess over the Credit Limit, any arrears of previous payments and the amount of any Card Transaction made in breach of the terms of this Agreement.
(ii) Subject to any limitation imposed by statute, all amounts due under this Agreement will be immediately payable in full on the commission of an act of bankruptcy by, or on the death of, the Principal Cardholder or, at the Bank's discretion, if there is any breach of this Agreement by a Cardholder.
(iii) Any payment to the Bank will only take effect when received at the address notified by the Bank and credited to the Card Account. The Principal Cardholder shall ensure that funds are available to meet any cheque given to the Bank in respect of the Principal Cardholder's obligations under this Agreement.

Charges

6. (i) (a) Interest will be charged on a daily basis at the rate of 2% per month on the balance outstanding on the monthly statement date from that date until any repayments are credited to the Card Account and thereafter on the reduced balance up to and including the next statement date when the interest will be debited to the Card Account.
(b) If, however, the whole of the balance (whether on account of purchases, cash advances or otherwise) which is outstanding on the monthly statement date is repaid by the close of business on the 25th day following that date, no interest will be charged on that balance.
(ii) A handling charge of 1.5% on the amount of any cash advance will be debited to the Card Account.
(iii) The Principal Cardholder shall be liable for any loss or cost which the Bank determines it has suffered as a result of any breach of this Agreement by a Cardholder.

Withdrawal of Use of the Card

7. (i) The Bank may at any time and without notice cancel or suspend the right to use the Card entirely or in respect of specific facilities or refuse to re-issue, renew or replace any Card, without in any case affecting the Cardholder's obligations under this Agreement which shall continue in force.
(ii) The Card remains the property of the Bank at all times. On request all or any Cards issued for use on the Card Account must be returned immediately to the Bank or to any other person acting for the Bank.

Termination

8. The Principal Cardholder may terminate this Agreement by written notice to the Bank but such termination shall only be effective on the return to the Bank of all Cards issued for use on the Card Account, and the payment of all liabilities of the Principal Cardholder, under this Agreement. Until such termination, the Bank may re-issue Cards from time to time for use in accordance with this Agreement.

Safeguarding the Card and PIN

9. (i) The Cardholder will exercise all possible care to ensure the safety of the Card and will prevent the PIN becoming known to any person other than an Authorised User. The Cardholder will not disclose the Card number to any third party except in connection with cheque guarantee or encashment usage, for the purpose of a Card Transaction or when reporting the actual loss or theft of the Card.
(ii) If the Card is lost, stolen or for any other reason liable to misuse or if the PIN is disclosed in breach of this condition, the Cardholder must immediately notify **Barclays Bank PLC, Barclaycard Centre, Northampton NN1 1SG. Tel. Northampton 0604-21288** or any branch of the Bank. If this notification is given orally it shall not take effect unless confirmed in writing to the Bank at the above address within seven days. Until the Bank receives effective notification the Principal Cardholder will be liable (subject to any statutory limitations) in respect of any use of the Card. Provided that the Card has not been used by a person who acquired possession of it with the Principal Cardholder's consent, the Principal Cardholder's liability shall not exceed £25. After the Bank has been effectively notified the Principal Cardholder's liability for any subsequent use of the Card other than by a Cardholder will cease.
(iii) The Cardholder will give the Bank all the information in the Cardholder's possession as to the circumstances of the loss, theft or misuse of the Card or the disclosure of the PIN and take all steps deemed necessary by the Bank to assist the recovery of a missing Card. In the event of any such loss, theft, misuse or disclosure being suspected, the Bank may provide the police with any information it considers relevant. If a Card is reported as lost, stolen or liable to misuse, that Card must not subsequently be used but must be cut in half and returned immediately to the Barclaycard Centre.

Refunds and Cardholder claims

10. The Card Account will only be credited with a refund in respect of a Card Transaction if the Bank receives a refund voucher or other refund verification acceptable to it. Subject to any rights vested in the Principal Cardholder by statute, no claim by a Cardholder against a third party may be the subject of a defence or counterclaim against the Bank. No rights of a Cardholder against the Bank may be assigned or otherwise disposed of.
11. The Bank shall not be liable in any way if the Card is not honoured by a third party.

Cheque Guarantee

12. If a Cardholder has a cheque account with a United Kingdom branch of a Designated Bank, which is not used for business purposes, the Cardholder may use the Card to guarantee payment of a cheque drawn on that account to a third party, provided that the Cardholder:
(i) may only use a Barclaycard, a Yorkshire Bank Barclaycard or a Mercantile Credit Barclaycard to guarantee cheques drawn on an account with Barclays Bank PLC, Yorkshire Bank PLC or Mercantile Credit Company Limited respectively;
(ii) signs the cheque in the presence of the payee;
(iii) ensures that the payee writes the Card number on the reverse of the cheque;
(iv) limits such use to a cheque for an amount not exceeding £50 and does not issue more than one such guaranteed cheque in respect of any one transaction;
(v) may not issue a cheque against the guarantee in excess of any credit balance on the account except in accordance with a separate agreement with the relevant Designated Bank;
(vi) will not for any reason countermand payment of any cheque so guaranteed notwithstanding any cancellation or suspension of the right to use the Card or any cancellation or termination of this Agreement; and
(vii) may not use this facility outside the United Kingdom.
The relevant Designated Bank may debit any such cheque to the cheque account without reference to the Cardholder and even though the cheque contains irregularities.

Authorised Users

13. The Bank may issue an additional Card for use by any person nominated by the Principal Cardholder as an Authorised User on the Card Account. The Principal Cardholder shall be liable for all amounts arising from, or losses incurred by the Bank in connection with, use of the Card by an Authorised User (including any use in breach of this Agreement which the Bank shall be under no responsibility to prevent) which may be debited to the Card Account. In addition to its other powers, the Bank may cancel any Authorised User's Card at any time upon the request in writing of the Principal Cardholder and the return of such Card to the Bank or upon the surrender of such Card to the Bank by the Authorised User.

Variation of this Agreement

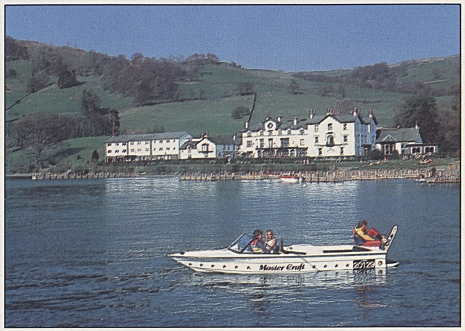
14. The Bank may vary this Agreement at any time or times whether or not a similar variation is made to the agreement(s) with any other Cardholder(s). Subject to the requirements of statute, notification of any such variation shall be given to the Principal Cardholder by the Bank either in writing or by publication thereof by such means as the Bank may select and a variation so notified shall be binding on the Cardholder.

General

15. The Bank shall not be liable if it is unable to perform its obligations under this Agreement due (directly or indirectly) to the failure of any machine, data processing system or transmission link or to industrial dispute or anything outside the control of the Bank, its agents or sub-contractors. If the Bank is unable to produce or send a statement, the Principal Cardholder's liability for interest shall continue and for the purpose of calculating interest and establishing the date on which payment is due the Bank may select a date each month as the statement date.
16. The Principal Cardholder shall immediately notify the Barclaycard Centre in writing of any change of name or address.
17. Any other facilities or benefits made available to Cardholders as such and not forming part of this Agreement may be withdrawn at any time without notice.
18. This Agreement is governed by English law.

Barclays Bank PLC. Registered in England No. 1026167. Registered Office, 54 Lombard Street, London EC3P 3AH

Barclaycard offer you a weekend away, à la Card.

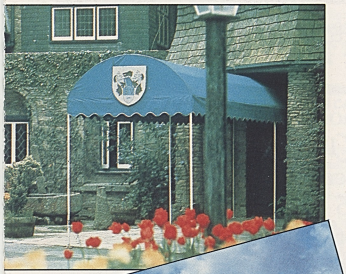


A glorious weekend in any one of over 100 selected hotels in England, Scotland or Wales could be yours.

All you have to do is complete and send in your Barclaycard application along with your free gift coupon. And if your Barclaycard application is approved the Weekender break is yours.

That means that up to two adults can spend two consecutive nights at any of the hotels that are listed along with the full conditions in the Golden Key Weekender booking voucher. Subject to room availability of course.

The room is on us! And that could be a saving of anything up to £100. And all you have to pay for once you arrive is breakfast, dinner and incidentals.





So treat yourself to a well deserved weekend away. Return the Barclaycard application and free gift coupon before June 30th 1987 and if your application is successful, your Barclaycard will be sent to you in the post within 28 days.

The Weekender voucher will be despatched after the Barclaycard under separate cover.

Name

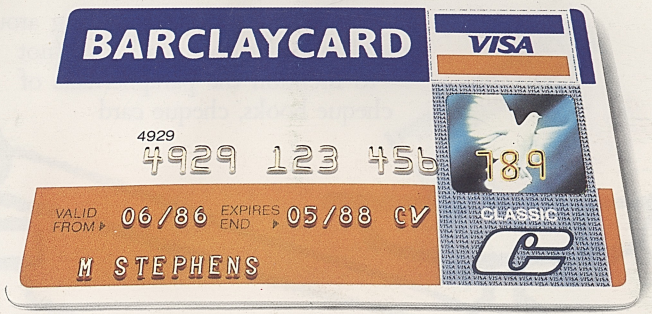
Address

Postcode

Pounds



Ounces



Apply for your Barclaycard now and you could save up to £100 on a Golden Key Weekender break.

Offer closes 30th June 1987.

You know what it's like, limping around with pockets full of coins. Sometimes you almost feel like spending them just to get rid of them.

But times are changing fast. Cash is increasingly becoming a thing of the past and as weeks go by more and more can be bought with Barclaycard.

Clothes, meals, hi-fi, petrol, airline and rail tickets. Barclaycard will help you with a whole range of purchases.

Cash and cheques are giving way to the credit card.

People are realising that a Barclaycard is a great asset and a great convenience.

It is quick and easy to use. It is welcome at over 5,000,000 places in 160 countries around the world. It is safer than carrying cash around with you.

Each month we'll send you a statement showing your purchases. But you don't have to pay anything until 25 days after the date of that statement. So by timing your purchases carefully, and by settling your account in full, you could have up to seven weeks free credit.

If you are fed up with clanking around the place loaded down with coins (not to mention the paraphernalia of cheque books, cheque card and bank notes) apply for a Barclaycard now by simply filling in this application and mailing it, postage pre-paid of course.

There's no joining fee or annual subscription, but you must be over 18.

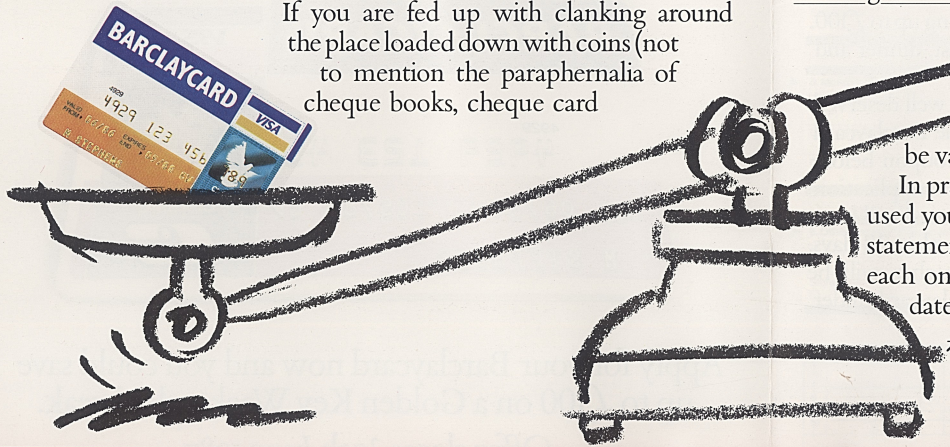


The minimum monthly repayment you must make, not later than the due date, will be 5% of the total shown on your statement (minimum £5.00).

If you wish to make use of Barclaycard's extended credit, interest is calculated on a daily basis at the rate of 2% per month (current as at 1st February 1987).

This is equivalent to an annual rate of charge of 26.8% for purchases and 27.2% for cash advances, for which an additional handling charge of 1½% is made. The monthly interest rate and handling charge may be varied at any time.

In practice, the rate would almost certainly be less. Say you used your Barclaycard to spend £100 two weeks before your statement date and paid off the cost in four equal amounts, each one being received by us 15 days after each statement date, you would have paid total interest charges of about £3.66 which works out at 19.5% per annum.



No matter where you bank, you can apply for a Barclaycard.

See back cover for how to qualify for your Golden Key Weekender break.

Post your completed application to: Barclaycard, Department SJ68, FREEPOST, Northampton NN1 1YG. No stamp needed.

Barclaycard Application

BARCLAYCARD VISA

Credit Agreement regulated by the Consumer Credit Act 1974

Barclays Bank PLC
Barclaycard Centre, Northampton NN1 1SG

1. Your name and address

Mr ☐ Mrs ☐ Miss ☐ Ms ☐ Other title

First names

Surname

Flat number/House name

Number/Street name

Village/District

Town/City

County — Postcode

Country

Under the terms of this agreement as set out overleaf

1. The Bank will determine and notify you of the Credit Limit from time to time (Condition 1).
2. Within 25 days of the date of your monthly statement you must repay at least 5% of the amount shown as outstanding or £5 (or the full amount if less than £5) whichever is the greater (Condition 5(i)).
3. Interest will be charged on a daily basis at the rate of 2% per month (Condition 6(i)).
4. A handling charge of 1.5% will be made on the amount of any cash advance (Condition 6(ii)).
5. In calculating the annual percentage rates no account has been taken of any change in the rate of interest or cash advance handling charge which the Bank has power to vary at any time (Condition 14). The APR is **26.8%** except for cash advances when it is **27.2%.**

IMPORTANT – YOU SHOULD READ THIS CAREFULLY YOUR RIGHTS

The Consumer Credit Act 1974 covers this agreement and lays down certain requirements for your protection which must be satisfied when the agreement is made. If they are not, the Bank cannot enforce the agreement against you without a court order.

The Act also gives you a number of rights. You have a right to settle this agreement at any time by giving notice in writing and paying off all amounts payable under the agreement. If you have obtained unsatisfactory goods or services under a transaction financed by this agreement, apart from any purchased out of a cash loan, you may have a right to sue the supplier, the Bank or both. Similarly, if the contract is not fulfilled, perhaps because the supplier has gone out of business, you may still be able to sue the Bank.

If you would like to know more about the protection and remedies provided under the Act, you should contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

Post your completed application to: Barclaycard, Dept. SJ 68, Freepost, Northampton NN1 1YG. (No stamp needed)

LOSS OR MISUSE OF BARCLAYCARD

If the Barclaycard is lost, stolen or misused by someone who obtained it without your consent, you may be liable for up to £25 of any loss to the Bank. If it is misused with your permission you will probably be liable for **ALL** losses. You will not be liable for losses to the Bank which take place after you have told the Bank of the theft, etc. provided you confirm any oral message in writing within seven days.

Cancellation Right. (Please read before signing)

Under the Consumer Credit Act you would have for a short time the right to cancel this agreement if a person acting for the Bank (which may include a supplier of goods or services) had orally in your presence made a statement to you about the Barclaycard facility (or about an item proposed to be purchased with a Barclaycard) and you did not sign the agreement on Barclays' premises. The law would also require us to use a different form of agreement. If such an oral statement has been made to you, we cannot consider your application on this form unless you take it into a Barclays branch and sign it before a member of the staff (you would then have no right to cancel). Alternatively, a Cancellable Barclaycard Agreement Form can be obtained by telephoning the Barclaycard Centre on Northampton 0604-21100.

Principal Cardholder's application

Please issue a Barclaycard to me. I have read and understood the paragraph headed 'Cancellation Right'. I confirm that EITHER no oral statement of the type mentioned has been made in my presence OR I am signing this application on Barclays' premises.

(If this confirmation cannot be given, a Cancellable Barclaycard Agreement Form should be obtained.)

I confirm that the information given is true and complete and I authorise you to make any enquiries you may deem necessary in connection with this application. I accept and agree to be bound by the Barclaycard Conditions of Use (as set out overleaf and as amended from time to time). If my application is accepted, I authorise you to issue an additional Barclaycard to any person named as an authorised user of my Barclaycard Account.

2. Applicant's signature (Please sign below)

This is a Credit Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.

Signature of customer

Application accepted, agreement signed and executed for and on behalf of Barclays Bank PLC

Authorised Barclaycard Signatory

3. Personal details

Date of birth

Marital status: Single ☐ Married ☐ Widowed ☐ Divorced ☐

Number of dependent children

If married, first name of spouse

Occupation of spouse

4. Employment details

Employer

Address

Business telephone STD code and number

Your job

Annual income £: Up to 3500 ☐ 3501-5000 ☐ 5001-8000 ☐ 8001-11000 ☐ 11001-15000 ☐ 15001-20000 ☐ 20001 + ☐

Years with employer

Self employed: Yes ☐ No ☐

5. Monthly outgoings

Mortgage or rent £

Loans and HP £

Other £

6. Other cards Tick those held

Access ☐ American Express ☐ Diners Club ☐

Store cards ☐ Cheque guarantee ☐ None ☐

7. Home details

Are you? Owner ☐ Tenant furnished ☐ Tenant unfurnished ☐ With parents ☐ Other ☐

Home telephone STD code and number

Years at current address

If house is mortgaged give name of lender

Years at previous address

Previous address

8. Bank details

Bank

Bank address

Sorting code — —

Cheque account number

Type of accounts: Cheque ☐ Deposit ☐ Loan ☐ Other ☐

Years with this bank

9. Additional Cardholder

If you wish us to issue a second card for another person (eg. your spouse) to use on your account, ask that person to complete this section.

Mr ☐ Mrs ☐ Miss ☐ Ms ☐ Other title

First names of Additional Cardholder

Surname of Additional Cardholder

Please issue a Barclaycard to me. I accept and agree to be bound by the Barclaycard Conditions of Use (as amended from time to time). Signature of Additional Cardholder

FS	PC	OR	AS	LHO	OC	9 0 2 K			
CL	SC			PB	STF	DIV			
WG	BD	AC	EXP	SH	A	B	F	S	RES
CALL BACK NO				OP NO					
VDU REF NO		OP NO		DATE					

Branch stamp & Manager's signature