

87.88681

Diners Club® Corporate Card

# Employee card application

JOINT AND SEVERAL LIABILITY

42.15517

FRUTAS FRESCAS	
* CARAMBOLAS	R\$ 5,00
* CAJU	R\$ 8,00
* MELANCIA	R\$ 2,50
* FRUTA DO CONIC	R\$ 8,00
* ABACAXI	R\$ 3,00
* MAMÃO	R\$ 1,50
* COCA	R\$ 2,50



# Employee card application

## Joint and Several liability



### APPLICATION FORM STEPS

- Please complete all blank fields where applicable
- Please use BLOCK CAPITALS
- Please check that all your details are correct
- Please ensure that this form is signed by an authorised signatory of your company (eg. Director, Partner or Company Secretary)
- Please complete and return your form to: Diners Club UK, PO BOX 66351, London E14 1GQ.

### COMPANY INFORMATION

Company Name:	
Building Name/ Number:	
Street Name:	
Town/City:	
County:	
Postcode:	
Telephone No (inc. area code):	
Fax (inc. area code):	
Web Address: W W W .	

### WORK DETAILS

Position:
Department:
Staff Number/ Personnel Number (if applicable):
Cost Centre:

### PERSONAL DETAILS

Title: Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Other <input type="checkbox"/>
Forenames:
Surname:
Name to appear on card: (Maximum 23 characters)
Date of Birth: D D M M Y Y Y Y (applicants must be aged 18 or over)
Nationality:
Memorable Password:

### HOME ADDRESS DETAILS

House/Building Name:			
Address:			
Town/City:			
Postcode:			
Owner <input type="checkbox"/>	Tenant <input type="checkbox"/>	Living with Parents <input type="checkbox"/>	Other <input type="checkbox"/>
How long have you lived at your current address? Y Y - M M			

### HOME DETAILS (continued)

If it is less than three years, please write your previous address here:

House/Building Name:
Address:
Town/City:
Postcode:
How long did you live at your previous address? Y Y - M M

### CONTACT DETAILS

ESSENTIAL Home Telephone No (inc. area code):	
Work Telephone No (inc. area code):	
Mobile Telephone:	
Email Address:	

### ACCOUNT SET-UP

Do you require ATM Access (Diners Club reserves the right to decline access)

Yes  No

providing your company has authorised this access.

Please send me my statements to my

Home  Company

Please complete if your business location mailing address is different from the company application address

Postcode:

## USE OF YOUR INFORMATION

1. Please read clause 19 of the Terms and Conditions for details of how We use Your information. By proceeding with this application, You agree that: (a) Diners Club UK, the credit reference and fraud prevention agencies may use Your information as set out in clause 19 of the Terms and Conditions; (b) We and any partner may process information about You for business analysis and market research, and to assess whether You would be eligible for a Diners Club Card or other products or services; (c) We may pass the information You provide to: (i) other members of Our Group; and (ii) other companies (including partners), who may process, or transfer for processing (including where necessary to areas outside the European Economic Area) Your information to provide services to You, service/maintain Your Account or any additional feature of Your Account, and process Your application; (d) if You have nominated an additional cardholder, that You have obtained their consent to the processing of their personal information for the purposes of providing them with, and servicing, a Card; and (e) if You have applied for a Diners Club Card through a partner, we may pass information about You and Your Account (including transactional, demographic and lifestyle information) to the partner for their own use.

2. We will use a credit scoring or other automated decision making systems when assessing your authorisation form for a Diners Club Card.

3. PLEASE TELEPHONE US ON FREEPHONE 08000 72 22 22 IF YOU WANT TO HAVE DETAILS OF THOSE CREDIT REFERENCE AND FRAUD PREVENTION AGENCIES FROM WHOM WE OBTAIN AND TO WHOM WE PASS INFORMATION ABOUT YOU. YOU HAVE A LEGAL RIGHT TO THESE DETAILS. YOU HAVE A RIGHT TO RECEIVE A COPY OF THE INFORMATION WE HOLD ABOUT YOU IF YOU APPLY TO US IN WRITING: DATA PROTECTION OFFICER, DINERS CLUB UK, PO BOX 66351, LONDON E14 1GQ. £10 FEE WILL BE PAYABLE.

4.1 Whether or not Your application is successful, You agree: (a) We may send You information by SMS (text) messaging, fax, post or e-mail, or call You about products of Ours, or of companies within Our Group or of other organisations which may be of interest to You.

We may do this even when the customer/business relationship has lapsed or terminated unless You tell us to stop; and (b) We may pass Your details to companies of Our Group, to send You information by SMS (text) messaging, fax, post or e-mail or call You about their products.

4.2 If You do not wish Us or other companies to contact You for these purposes please tick this box.

4.3 YOU HAVE A RIGHT AT ANY TIME TO STOP US FROM CONTACTING YOU BY SMS (TEXT) MESSAGING, FAX, POST, TELEPHONE OR E-MAIL, OR GIVING YOUR DETAILS TO OTHERS FOR THESE PURPOSES. YOU MAY WRITE TO: DATA PROTECTION OFFICER, DINERS CLUB UK, PO BOX 66351, LONDON E14 1GQ, IF YOU WISH US TO STOP.

## DECLARATION

I/We warrant that we authorise Diners Club UK to contact our bankers or any other party to obtain information required to process this application.

We agree to be bound by all the terms and conditions stated herein including joint and several liability for all charges incurred by use of the accounts established pursuant to this application.

The Company undertakes to notify Diners Club UK upon any such individual ceasing to be an employee of the Company within 48 hours of the employee leaving the Company – failing which the Company will become jointly and severally liable with the cardholder for any balance due from the employee.

SIGNED FOR AND ON BEHALF OF THE COMPANY, PARTNERSHIP, SOLE TRADER OR OTHER (ASSOCIATION OR GOVERNMENT AGENCY, ETC).

Company Signature:

Title: Mr  Mrs  Miss  Ms  Other

Forenames:

Surname:

Position:

Dept of Employee:

Company Name to appear on card:

Date:

I warrant that Diners Club is authorised to contact my bankers or any other party to obtain information required to process this application.

I agree to be bound by all the terms and conditions stated herein and I accept that I shall be personally and solely liable for all charges incurred by use of the account established pursuant to this application.

Employee Signature:

Date:

## INTERNAL USE ONLY

Source Code 1:

Source Code 2:

Fee Code:

## IDENTITY CHECK - ADDITIONAL DOCUMENTATION MAY BE REQUIRED

When opening an account with Diners Club you need to provide additional documentation to confirm your identity if you are a non-UK national or if you believe that we may have difficulty in verifying your identity and / or address. We require this information to comply with regulations designed to help prevent criminals and terrorists from using financial products and services.

- Please enclose (1) a copy of your passport or a current UK or EEA Photo Card driving license, certified by

a regulated professional (i.e. Doctor, Lawyer, Accountant or your bank / building society) AND (2) an original electricity, gas, phone (land line only), council tax bill or bank statement (with your name and current address on it, dated within the last three months).

- We may at times need to request further information to support your Application even if you are a UK national.



# instruction to your bank or building society to pay by direct debit

Please fill in the whole form and send it to:  
Citibank International plc t/a Diners Club UK  
PO BOX 66351  
London E14 1GQ

Name and full postal address of your Bank or Building Society

To: The Manager	Bank/Building Society
Address	
Postcode	

Bank/Building Society Account Number

Branch Sort Code

Diners Club Card Account Number

Name(s) of Account Holder(s)

Originator's Identification Number

Instruction to your Bank or Building Society

Please pay Citibank International plc trading as Diners Club UK. Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Diners Club UK and, if so, details will be passed electronically to my Bank/Building Society.

Name(s) of Account Holder(s)

Signature(s)	
Date	

Please retain this for future reference

## the direct debit guarantee



- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change Diners Club UK Ltd. will notify you 30 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Diners Club UK Ltd. or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.

Banks and Building Societies may not accept Direct Debit Instructions for some types of account.

# Employee card application

## Terms and Conditions



These Terms and Conditions are important and should be read carefully. By signing or using any Diners Club Card issued to You, You confirm acceptance of them.

### 1. DEFINITIONS

In these Terms and Conditions, unless the context otherwise requires:

- 1.1 "Account" means an account maintained by Diners Club in relation to Your Card;
- 1.2 "Billing Currency" means Pounds Sterling;
- 1.3 "Card" means any "Diners Club International" card issued by Diners Club;
- 1.4 "Company" means the person at whose request the Card is issued;
- 1.5 "Charge" means a debt incurred through the use of a Card or the use of a Card number at an Establishment;
- 1.6 "Diners Club", "We", "Us" or "Our" means Citibank International plc trading as Diners Club UK and its successors and assigns and includes any person acting on its or their behalf;
- 1.7 "Diners Club Reference Exchange Rate" means the foreign exchange rate Diners Club will apply to transactions involving a currency conversion, as more particularly described in clauses 9.2 and 9.3 of these Terms and Conditions;
- 1.8 "EEA" means the European Economic Area;
- 1.9 "Establishment" means a person who has entered into arrangements with Diners Club and/or the Diners Club International organisation for the supply of goods, tickets, services or cash to holders of Cards or who is an overseas part of that organisation;
- 1.10 "PIN" means Your Personal Identification Number;
- 1.11 "Terms and Conditions" means these terms and conditions as may be amended from time to time;
- 1.12 "You" and "Your" means the person identified on any Card issued by Diners Club at the Company's request, but in the context of Data Protection wording may include the Company.
- 1.13 The singular includes the plural and vice versa, reference to any gender includes all genders and reference to persons, companies and firms includes bodies corporate, partnerships and unincorporated associations. Headings shall not affect construction.

### 2. MAIN SUBJECT MATTER OF THE AGREEMENT BETWEEN YOU AND DINERS CLUB

- 2.1 The Card is a charge card and not a credit card. There is no pre-set limit on the amount You can spend when using Your Card, however Diners Club may set a spending limit on the Card. We reserve the right to impose authorisation limits on the use of Your Card in order to reduce the risk of fraud.
- 2.2 The total balance on Your monthly statement is due on the date of that statement. If the full balance is paid within 30 days of the date of the statement, no service charges will be payable on the Account.
- 2.3 If the full balance on the Account is not paid within 30 days monthly service charges will be payable to Diners Club, in addition to the total balance outstanding until the amount due on the Account is fully repaid. Your right to use Your Card may, in the meantime, be restricted on occasions or You may lose the right completely.
- 2.4 If Your application form is marked "Individual Liability" You are liable to Diners Club for all amounts incurred on Your Card and for Your acts and omissions in respect of Your Account.
- 2.5 If Your application form is marked "Joint and Several Liability" You and the Company are both equally liable to Diners Club for all amounts incurred on Your Card, and for Your acts and omissions in respect of Your Card and Your Account.
- 2.6 This agreement has no minimum duration and either party may terminate this agreement at any time by written notice in accordance with clause 11.
- 2.7 You agree to use Your Card in accordance with these Terms and Conditions.

### 3. THE CARD

- 3.1 A Card may only be used by You, and must be signed by You in ballpoint pen immediately upon receipt. You must take every precaution to safeguard Your Card. See clause 5.
- 3.2 A Card is only valid for the period indicated on it. No Card must be used after it has been cancelled or expired.
- 3.3 If necessary, any reference needed in order to execute a payment transaction shall be the card number on the Card or Your Account number, or both.
- 3.4 Diners Club is entitled to decline to issue a Card for any reason. Your Card is issued by and remains the property of Diners Club and is not issued on behalf of any other party, whether jointly or otherwise. You must return it to Diners Club upon demand. Diners Club may from time to time issue new Cards to replace existing ones. Unless otherwise notified, these Terms and Conditions will apply to any replacement Cards.
- 3.5 Diners Club will not be liable in any way if any Establishment refuses to accept Your Card.
- 3.6 Every time Your Card is returned to Diners Club, You must make sure that it is cut in two through its magnetic strip.
- 3.7 Diners Club may query the Charges incurred on Your Account and may, without liability to You, refuse to enter into or approve any transaction or Charge.
- 3.8 Your Card must not be used for certain categories of goods or services, or to obtain goods, tickets or services for resale in the course of a business or for the setting up or funding of any business or in return for cash. If an Establishment which accepts Cards agrees, You may return goods or tickets for credit against the original Charge. In order to monitor Your compliance with this clause, Diners Club may query Charges incurred on the Account and may, without liability to You or the Company, refuse to approve any transaction or Charge.

- 3.9 In using Your Card You must comply with all applicable exchange control regulations and other laws.
- 3.10 You and/or the Company (if applicable) are liable to Diners Club for all Charges made by You and all related amounts incurred under this agreement.
- 3.11 You must only use the Card for Charges that are authorised by the Company.
- 3.12 When using Your Card in an Establishment, the Establishment may ask You to sign the authorisation slip as authorisation for the transaction. The Establishment may refuse to proceed with a transaction if You refuse to sign the authorisation slip as requested or if, in the opinion of the Establishment, Your signature does not satisfactorily match the signature on the reverse of the Card. Diners Club shall not be responsible for the failure of the transaction in such event.
- 3.13 Your consent may be requested and given in other ways, including by insertion of Your Card into a device operated or maintained by the Establishment, by providing a signature and by providing certain details about the Card or the Account, personal details and the 3 digit security number on the back of the Card. You agree that Your consent may be given in all such usual ways, and may be given after the relevant transaction. Once You have given Your consent to the transaction in the required way, You may not withdraw from the transaction unless such withdrawal is expressly agreed by Us.

### 4. THE ACCOUNT

- 4.1 The Account will be debited with Charges and the costs and expenses incurred in the collection of overdue amounts plus any cost incurred if You and/or the Company (if applicable) fails to comply with any of these Terms and Conditions.
- 4.2 Any Charges in a foreign currency will be converted into Your Billing Currency using the Diners Club Reference Exchange Rate on the day the transaction is processed by Diners Club.
- 4.3 Charges cannot be cancelled by You direct with Diners Club after You have signed a sales voucher or quoted Your Card number in a Charge transaction (e.g. by telephone, mail order, online). Diners Club will only credit the Account with a refund relating to a cancelled Charge once the refund voucher or similar verification is received by Diners Club from the relevant Establishment. You cannot use a claim You and/or the Company may have against an Establishment to make a claim against Diners Club or as grounds for You and/or the Company (if applicable) to refuse to pay Diners Club.
- 4.4 You must immediately notify Diners Club, by telephone or in writing, of any change to Your or the Company's name, address or telephone number. We may request proof of the changes. You will be liable to Diners Club if You fail to notify Diners Club of such change, and Diners Club shall be reimbursed by You and/or the Company (if applicable) for any loss or damage to Diners Club caused by Your failure.
- 4.5 If Diners Club accepts late or partial payment this does not affect, nor should it be treated as a waiver of, any of Diners Club's rights under these Terms and Conditions or at law, even if the payment is described as being in full or in settlement of a dispute.

### 5. PROTECTING YOUR CARD

- 5.1 The care of the Card, PIN and other security information is essential to help prevent fraud and protect the Account. You must take reasonable steps to keep Your Card safe and Your PIN and other security details secret at all times.
- 5.2 You must not allow anyone else to use Your Card, PIN or other security information. You must always learn Your PIN and other security information and destroy the notification as soon as You receive it. You must never write down or otherwise record Your PIN or other security information. You must inform Diners Club as soon as possible if You suspect or discover that someone else knows Your PIN or other security information.
- 5.3 You must take care to prevent Your Card being lost, stolen, damaged or liable to misuse, and You must not disclose Your Card or any details relating to Your Card to any third party except in connection with a Charge or when reporting the actual loss or theft of Your Card.
- 5.4 If Your Card is lost, stolen, misappropriated, subject to unauthorised use, damaged or not received, or You identify any unauthorised or incorrect Charge on Your Card, You must inform Diners Club immediately by telephoning customer services (contact details of which are set out in clause 22 of these Terms and Conditions and are shown on statements and elsewhere) in order for Your Card to be blocked from further use. In such instances, You must not continue to use the Card.
- 5.5 If Diners Club suspects or knows Your Card has been lost or stolen Diners Club may give the police any relevant information and take any action appropriate to recover Your Card.
- 5.6 You must co-operate with Diners Club and the police to help recover Your Card if it is lost or stolen.
- 5.7 If You recover or find Your Card You must cut it in two through the magnetic strip and return it to Diners Club immediately.
- 5.8 If Your Card is lost or stolen a replacement will only be issued at Diners Club's discretion. A fee may be charged for a replacement Card.

### 6. LIMITS ON THE USE OF YOUR CARD

- 6.1 Diners Club reserves the right to block, cancel or suspend Your Card at any time and without liability for objectively justified reasons related to:
  - (a) the security of Your Card;
  - (b) the suspicion of unauthorised or fraudulent use of Your Card;
  - (c) a significantly increased risk that You and/or the Company may be unable to fulfil Your liability to pay any amount of Your Account.
 Diners Club also reserves the right to block Your Card if You and/or the Company fail to comply with Your obligations under these Terms and Conditions or if required by law to do so. In all circumstances, You may request that use of Your Card is reinstated by contacting Diners Club. Diners Club will not be obliged to accede to that request until the reasons for blocking, cancelling or suspending Your Card cease to exist. Diners Club will not be liable to You and/or the Company for any loss or damage suffered by You resulting in any way from such blocking, cancellation or suspension.
- 6.2 Diners Club may refuse any particular transaction which does not satisfy all the relevant conditions as set out in these Terms and Conditions or the execution of which would be unlawful or otherwise contravene any applicable law or regulations, and Diners Club shall not be liable to You and/or the Company for any such refusal. If You wish to know the reasons for the refusal You must telephone customer services on the number set out in clause 22 of these Terms and Conditions and Diners Club will make available the fact of the refusal to You and, if possible, the reasons for the refusal and, where it is possible to provide

reasons for the refusal and those reasons relate to factual matters, how You may resolve the position, unless giving such notification is prohibited by law.

- 6.3 You must not use or attempt to use: (i) the Card or Account while blocked or suspended or after it has been cancelled; or (ii) the Card prior to its commencement date or after its expiry date. Upon termination, cancellation, blocking or suspension of a Card or Account, or where a Card ceases to be valid other than on expiry, You must immediately cut the Card in two through the magnetic strip and, if requested, return the Card to Diners Club.
- 6.4 Diners Club may terminate Your right to use Your Card at any time without liability for any reason if You and/or the Company breach these Terms and Conditions. Diners Club will not be liable to You and/or the Company for any loss or damage suffered by You and/or the Company resulting in any way from such termination.

### 7. LIABILITY FOR CHARGES AND LOSSES

- 7.1 Diners Club is not responsible for any claim for unauthorised or incorrectly executed Charges unless You have notified Diners Club without undue delay upon becoming aware of the Charge. You must notify Diners Club within 60 days of the transaction date and in any event no later than 13 months after the transaction date, unless Diners Club has failed to make available information on that Charge as required by law. It is important that You regularly check Your statements to ensure any unauthorised or incorrectly executed Charges are identified and notified to Diners Club at the earliest possible opportunity.
- 7.2 Where there is a dispute between Diners Club and You and/or the Company regarding an unauthorised Charge, Diners Club may apply a temporary credit to Your Card balance until such time as the dispute is settled. Where Diners Club agrees an unauthorised transaction has occurred, Diners Club will refund the amount of the unauthorised Charge to You or the Company (unless Diners Club has already done so) and restore the Account to the state it would have been in had the unauthorised payment transaction not taken place. Nothing in these Terms and Conditions shall affect Your statutory rights.
- 7.3 You will only be liable up to a maximum of £50 for Charges You did not authorise Yourself (for example if the Card is lost or stolen and used by someone else) unless Diners Club can show that You have acted fraudulently or with intent or gross negligence.
- 7.4 Where You acted fraudulently, You will be liable for all losses incurred, including any losses Diners Club suffer.
- 7.5 Unless You have acted fraudulently, You will not be liable for any losses incurred after You have notified Diners Club of the loss, theft, misappropriation or authorised use of Your Card or if Diners Club has failed at any time to provide the means for making that notification. Once You have notified Diners Club of the loss, theft, misappropriation or unauthorised use of Your Card, Your liability for any subsequent transactions on Your Card will cease and Diners Club will block or cancel the Card.
- 7.6 In circumstances where You are liable, Diners Club may, at its discretion, limit Your liability to the first £50 of loss suffered by Diners Club.
- 7.7 Examples of where You may have acted with intent or gross negligence include if You don't keep the PIN or other security information safe, if You keep Your PIN with Your Card or if You don't tell Us quickly once You become aware of any unauthorised use of Your Card.
- 7.8 You are entitled to a refund of the full amount of any Charge authorised by You and initiated by or through an Establishment, provided the following conditions have been met:
  - (a) the authorisation given to the Establishment did not specify the exact amount of the transaction at the time the authorisation was given;
  - (b) the amount of the transaction exceeded the amount that You could reasonably have expected, taking into account Your previous spending patterns, these Terms and Conditions and the circumstances of the case; and
  - (c) You make the request for a refund from Diners Club within 8 weeks from the transaction date.
 Diners Club reserves the right to request further information as is reasonably necessary to ascertain whether these conditions have been satisfied and to waive any or all of these conditions. You will receive Your refund or justification for refusing a refund within 10 business days of Diners Club receiving Your refund request.

### 8. STATEMENTS

- 8.1 Diners Club will provide You and the Company (if applicable) with a monthly statement detailing the balance on the Account provided there has been activity or a balance on the Account during the month.
- 8.2 You and the Company (if applicable) must read and check the Account statements. Unless Diners Club receives any queries or complaints regarding a statement within 30 days of the date of that statement, then it shall be deemed by Diners Club that You and the Company (if applicable) agree that the statement is accurate. The provisions of this clause do not affect Your rights under clause 7.1 of these Terms and Conditions.
- 8.3 The total balance shown on Your statement is payable by You and/or the Company (if applicable) and must be settled in full in the Billing Currency. Payments must be received within 30 days from the statement date at Diners Club to avoid service charges. It is Your responsibility to ensure payment reaches the Account by the payment due date.
- 8.4 Statements must be settled in the Billing Currency. If payment is not made in the Billing Currency or is made from an overseas bank account and is accepted by Diners Club, the Account will only be credited with the net value after all conversion, collection and other costs upon clearance of funds have been deducted. The statement will show the amount in the origination currency, the Diners Club Reference Exchange Rate, the Diners Club mark-up included in the Diners Club Reference Exchange Rate and the net value of the Charge in the Billing Currency after all conversion.
- 8.5 All statements must be paid in full and without set-off or counterclaim. This does not, however, affect any rights that You or the Company may have against the Establishment with whom all claims should be settled direct.

### 9. FEES AND CHARGES

- 9.1 A service charge of 3.5% will be charged on the balance shown on any statement which remains unpaid 30 days after it first appears on a statement. Further service charges of 3.5% will be payable every 30 days after that until full settlement of the total amount outstanding (including Charges) is received.
- 9.2 A service charge of £20 shall be applied to your Account for each

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## Terms and Conditions



cheque or other form of payment which is returned to Diners Club from your bank unpaid.

**9.3** A charge of £5 will be made for each duplicate statement requested by you or a Loyal Cardholder.

**9.4** Where a Charge requires a currency conversion, Diners Club will apply the Diners Club Reference Exchange Rate applicable at the time the transaction is processed by Us, which may not be the same date on which You put through the transaction as it depends on when the transaction was submitted to Us.

**9.5** The Diners Club Reference Exchange Rate is comprised of a conversion rate based on interbank rates that Diners Club selects from customary industry sources with a Diners Club foreign currency conversion charge of 2.75% of the value of each foreign currency Charge incurred on your Account, which shall be added to that foreign Currency Charge after conversion into your Billing Currency. Your statement will show the Diners Club foreign currency conversion charge that was applied for each transaction involving a currency conversion. You should be aware that if transaction amounts are converted by third parties prior to being submitted to Us, any conversion made by those third parties will be at rates and may include a commission selected by them over which Diners Club has no control.

**9.6** If a cash withdrawal is made at an ATM using your Card then a service charge for that cash withdrawal will be applied to the Account. That charge, will be £1.50 plus 1% of the amount of the withdrawal.

**9.7** Every time Diners Club or its agent has to write to You or the Company (if applicable) as a result of any breach of these Terms and Conditions, You or the Company (if applicable) will also have to pay Diners Club charges for such communication.

**9.8** Fees and charges including annual subscription fees are variable by Diners Club.

**9.9** Charges are payable both before and after any judgment.

**9.10** The imposition of service charges is without prejudice to Diners Club's right to revoke Your right to use Your Card and to demand from You or the Company (if applicable) immediate recovery of the unpaid amount together with service charges and reimbursement of collection and legal costs.

**9.11** Diners Club is not responsible if an Establishment fails to disclose any surcharges for the use of the Card or, where a currency conversion service is offered at the point of sale or by the Establishment, all charges and the exchange rate to be used for that conversion.

### 10. REPAYMENTS

**10.1** Diners Club is not authorised under the Financial Services and Markets Act 2000 and is not permitted by law to accept deposits. You must therefore not maintain any credit balance in the Account. Where such credit balance does occur because of, for example, a refund to the Account, we shall contact You or the Company (if applicable) to effect repayment of that balance.

**10.2** Diners Club may use any money held in one account in Your name to pay any debt due on any other account in Your name.

**10.3** Payments to Diners Club are applied against Your Account in the following order of priority:

- cash obtained through automatic teller machine transactions;
- fees and expenses in connection with (a);
- service charges incurred under clause 9;
- other fees, subscriptions and expenses; and
- Charges in the order in which they are first billed.

### 11. CLOSING THE ACCOUNT

**11.1** You or the Company may terminate this agreement at any time free of charge by written notice to Diners Club. Termination is effective only upon receipt by Diners Club of the notice.

**11.2** Diners Club may terminate this agreement by written notice to You and/or the Company. Termination shall be effective on the date specified in the notice, but in any case the notice period given shall be not less than two (2) months.

**11.3** Diners Club may revoke Your right to use Your Card entirely or for any particular transaction. Diners Club shall not in any circumstances be liable to You or the Company in respect of any statement or other communication relating to or arising out of such revocation of Your Card, including a listing of Your Card number on any list of cancellations. Use or purported use of Your Card prior to the commencement date on Your Card or after any expiry date or date of revocation, is prohibited.

**11.4** On termination of Your Card agreement (and in any other event which results in Your Card ceasing to be valid, other than expiry of the Card) You must immediately return Your Card, cut in two through the magnetic strip, to Operations Administration Department, Diners Club UK, PO Box 66351, LONDON, E14 1GQ. You and the Company (if applicable) will remain liable under these Terms and Conditions in respect of all amounts, including without limitation all Charges, service charges and fees incurred through the use of Your Card at any time. The liability referred to in this clause continues irrespective of termination or revocation under clauses 11.1, 11.2 or 11.3 above.

**11.5** You must ensure that there are no Charges after Your Card agreement has been terminated. You should cancel any authority or standing instruction You may have with an Establishment or bank. For the avoidance of doubt, You and the Company (if applicable) will remain liable for all Charges prior to termination of Your Card agreement, even if payment to the Establishment by Diners Club occurs after termination of Your Card agreement. You must ensure that all recurring payments set up in relation to the Card or Account are cancelled immediately upon termination, cancellation or suspension of the Card or Account.

**11.6** The Account will be considered "closed" when all liabilities under these Terms and Conditions are paid.

### 12. CLAIMS AGAINST AN ESTABLISHMENT

Diners Club is not responsible for the standard, quality or suitability of any goods, tickets or services purchased with Your Card from any Establishment. To the fullest extent permitted by the law, You and/or the Company have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of any contract between You and/or the Company and any Establishment as against Diners Club and made pursuant to this agreement.

### 13. CHANGES

**13.1** Diners Club may with any valid reason at any time change, add to or delete these Terms and Conditions (including to increase or decrease any fees or charges).

**13.2** Diners Club will provide You with advance written notice of any change, deletion, or addition prior to making the change, deletion or addition. The notice will indicate the date from which the changes will apply, which will be no earlier than two (2) months from the date of the notice.

**13.3** If You do not object to the changes before the proposed date of their entry into force, You will be deemed to have accepted them.

**13.4** If You do not agree to any change you may terminate this agreement in accordance with clause 11.1, and if You object to the changes, your objection shall be treated as notice to terminate Your Card agreement.

**13.5** You agree that changes to the Diners Club Reference Exchange Rate will be made immediately and without notice to You or the Company.

### 14. COMMUNICATIONS

Any notice or statement sent by Diners Club shall be deemed validly delivered when sent to You and/or the Company's most recently supplied address. Any notice placed by Diners Club in a national newspaper shall be deemed validly served on the day after such publication occurs.

### 15. TRANSFER

**15.1** Diners Club shall be entitled to transfer to any person:

- any sums which You and/or the Company owes or will, in future, owe under these Terms and Conditions together with Diners Club's rights to obtain payment of those sums; and
- Diners Club's rights and obligations under these Terms and Conditions.

**15.2** You and/or the Company may not assign any of Your rights or liabilities under this agreement to any person.

### 16. BREACH OF TERMS AND CONDITIONS

If You and the Company are in breach of any of these Terms and Conditions, then Diners Club may give You and the Company notice and demand immediate repayment of all outstanding amounts due together with service charges and reimbursement of collection and legal costs.

### 17. LIABILITY

**17.1** Except to the extent provided by applicable law or regulation, Diners Club hereby excludes any liability for failure to or delay in performing its obligations hereunder for any reason beyond its reasonable control including, but not limited to, equipment failure, industrial action, acts of natural disaster, war, or anything outside the control of Diners Club.

**17.2** In addition, Diners Club will not be liable to You or the Company for any breach of a requirement imposed on Diners Club as a payment service provider because of abnormal and unforeseeable circumstances beyond Our reasonable control, the consequences of which would have been unavoidable despite all efforts to the contrary because of Our obligations under applicable law and regulations.

**17.3** To the maximum extent permitted by law, Diners Club excludes its liability to You and the Company for any consequential, indirect or special loss or damage (including loss of profit, loss of business or opportunity or damage to Your or the Company's reputation) whether caused by its acts, omissions, negligence or misrepresentations save insofar as these were made fraudulently.

### 18. INDULGENCE

Any concession or waiver which may be granted to You by Diners Club shall not affect Your obligations or Diners Club rights in enforcing those obligations.

### 19. DATA PROTECTION

What Diners Club does with Your Personal Data and Your rights.

**19.1** Diners Club data controller is Citibank International plc trading as Diners Club UK..

**19.2** Diners Club nominative representative dealing with data protection issues can be contacted by writing to DATA PROTECTION OFFICER, DINERS CLUB UK, PO Box 66351, LONDON, E14 1GQ.

**19.3** Diners Club may search and register information about You (including former names and genders and You consent to this) and/or the Account, an officer, director or partner of the Company, with credit reference and fraud prevention agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- Checking details on applications for credit and credit related or other facilities.
- Managing credit and credit related accounts or facilities.
- Recovering debt.
- Checking details on proposals and claims for all types of insurance.
- Checking details of job applicants and employees.

Please contact Us on 08000 72 22 22 if You want to receive details of the relevant credit reference and fraud prevention agencies. We and other organisations may access and use information from other countries recorded by fraud prevention agencies.

**19.4** Credit searches and other information that is provided to Us and/or the credit reference agencies about You and those with whom You are linked financially may be used by other companies and Us if credit decisions are made about You or others with whom You are linked financially. We may undertake additional searches at the credit reference agencies when considering Your application or during the life cycle of Your account if:

- the information You provide does not lead to a result enabling a decision to be made as to whether to issue a card;
- to manage Your Account with Us;

- information is needed to make a decision about Your credit limit;
- We wish to make other products, services or benefits available to You.

**19.5** Information held about You by the credit reference agencies may already be linked to records relating to one or more of Your partners. For the purposes of this application You may be treated as financially linked and Your application assessed with reference to any "associated records". If You have told Us of some financial association with another person, You are declaring that You are entitled to:

- disclose information about anyone else referred to by You;
- authorise Us to search;
- link or record information at credit reference agencies about You and anyone referred to by You.

**19.6** An "association" between You and anyone You tell us is Your financial partner will be created at the credit reference agencies. This will link Your financial records, each of which will be taken into account in all future applications made either by You, or both of you. This will continue until one of you successfully files a disassociation at the credit reference agencies.

**19.7** Diners Club values Your privacy and will hold information about You and Your Account in confidence. However in certain circumstances, We may disclose this information, for example:

- if permitted by these Terms and Conditions or Your original application;
- if required to do so by any court order or similar process;
- if required or permitted to do so by law or by the rules of any regulatory body of which We are a member or whose rules or provisions apply to Us such as the Financial Services Authority or Office of Fair Trading;
- to the USA and other countries (where necessary) outside the EEA to administer and service Your Account. You understand that Data Protection laws are not as comprehensive in the USA and other countries as in the EEA. However, where such a disclosure takes place We will ensure a contract is in place to ensure the level of protection for Your data is maintained. Please telephone 08000 72 22 22 if You wish to receive details of those countries where Your data may be transferred to be processed;
- if We are under a public duty to disclose;
- if it is in Our own interests;
- at Your request or with Your consent.

**19.8** We will verify and record information supplied by You as part of the fight against terrorism and to prevent money laundering or other crime. Law enforcement agencies (including law enforcement agencies of other countries) may access and use this information.

**19.9** Diners Club may disclose information about You to any Establishment and, subject to Your right to prevent such marketing activity, to selected third parties for marketing and promotional purposes.

**19.10** Diners Club shall be entitled to disclose to Establishments and the Company details of any Charges incurred or any indebtedness that may exist between Diners Club and the Company. All information supplied shall be jointly owned by Diners Club and any Establishment from, through, by or with which the information originated.

**19.11** Information about the Account may be transferred confidentially within Diners Club International, Diners Club Europe, CitiFinancial Europe plc, our Parent Company, Citigroup Inc. and their affiliates ("Our Group") and the Company. This may require Diners Club to export Your data to the USA and other countries (where necessary) which are outside the EEA and do not maintain the same Data Protection laws as EEA countries. Please refer to 19.7 (d).

**19.12** We may also disclose such details to organisations within Our Group or other third parties where it is reasonably necessary to do so for processing Your dealings with them or Us or to enable them to provide services to You.

**19.13** If Your Account is closed for any reason we will hold Your information about You and Your Account for no longer than is absolutely necessary.

**19.14** As part of Diners Club customer service and for staff training Diners Club may, from time to time, monitor and/or record telephone conversations. This will either be done by Diners Club or reputable agencies on its behalf.

**19.15** Diners Club may provide information to the Company and, if different, Your employer about Charge activity, the status of Your Account and any default made under these Terms and Conditions. Diners Club may also contact the person appointed by the Company for all administrative enquiries about You and Your Account. The Company and, if different, Your employer is authorised to provide information about You to Diners Club for the purpose of assisting Diners Club in managing the Account.

### 20. LAW

These Terms and Conditions and all matters arising out of the issue and use of the Card are subject to the laws of England and the exclusive jurisdiction of the English courts.

### 21. REASONABLENESS

If any of these Terms and Conditions is found by a court to be unreasonable, then You agree that the court may amend that Term or Condition so that it complies with any test of reasonableness. It shall then continue in force and effect as amended by the court.

### 22. CUSTOMER SERVICES

If You and/or the Company need any assistance regarding Your Card or the Account, You and/or the Company can contact customer services using the following numbers:

UK: 0870 1900 011

Ireland: 0818 3000 26

International: 00 44 1 252 513 500

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Registered office: Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB.

VAT No. [429625629].

All cards are issued and accounts operated by Citibank International plc trading as Diners Club UK alone.