

American Express® Business Gold Card Agreement

The parties to this agreement are us, American Express Services Europe Limited and you, the Cardmember who sign(s) the agreement. Where your business is a limited company or limited liability partnership, there will be two joint Cardmembers, (i) the limited company or the limited liability partnership (as the case may be); and (ii) a director or a member of the limited company or limited liability partnership, both as identified in the application form for this agreement.

Part 1 of your agreement

1. Contact details	
Our address: Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX Telephone number: 0800 917 8043 Website: americanexpress.co.uk If you register for an online account, you can also contact us using the online account centre. Visit our website to access or register for your online account.	
2. Fees, charges and other costs	
2.1 Fees and charges	
Cardmembership – you can choose to apply for a card with certain card benefits. Or you can opt for a card without those card benefits (called a Basic Business Card). Please see the explanation under “Card benefits” in Part 2 of this agreement.	£125 annual fee Cardmembership fee is charged for each membership year and is applied to your account on your first statement date (or such later date as is notified to you) and the statement date following each membership anniversary. There is no cardmembership fee for the Basic Business Card.
Supplementary cardmembership fee	Complimentary for up to 99 supplementary cardmembers. You can add up to 99 complimentary supplementary Business Gold Cards.
Late payment - if you're late in paying off the full amount you owe each month (we won't charge if you owe £12 or less)	£12
Returned payment - if we have to return a payment you've made because it's recalled by the bank that sent it	£12
Copy statement	£2
Non-sterling transaction – on the amount after we've converted a transaction into Pounds Sterling	2.99%
Collection costs – for collecting amounts you owe us	Our reasonable costs, including legal fees.
Note: If a cardmembership fee applies, we'll charge it from the date your account is opened, either monthly on the same date each month, or annually for each membership year (consecutive periods of 12 months beginning on the date your account is opened).	
3. How much can you spend?	
Is there a limit on how much you can spend?	We don't usually limit how much you can spend on your account but, from time to time, we may set a spending limit which could be temporary or permanent. We'll tell you if we do this. Any limit also includes spending by a supplementary cardmember.

	We may set and vary limits and restrictions on certain uses of the card or certain transactions. For example, contactless purchases may be subject to maximum amounts, where applicable. You can find out if there are such limits by checking our website or by calling us.
Keeping within any spending limit	<p>If we apply a spending limit to your account, you must not go over this limit.</p> <p>If we allow a transaction that takes you over your limit, if we ask you, you must pay enough into the account to bring it back within the limit immediately.</p>
4. How are repayments to be made?	
How much and when you must pay	<p>You must repay the full amount you owe as shown on your statement each month by the payment due date.</p> <p>We'll treat any credits or refunds to your account as payments made by you.</p>
5. Can this agreement be changed?	
When we make changes	<p>As this agreement is not for a fixed period, we're likely to need to make changes to fees and other terms and the services we provide for reasons we can't predict when the agreement was made.</p> <p>We've set out some specific reasons for making changes to the agreement but if any of these don't apply we may still make a change as long as we:</p> <ul style="list-style-type: none"> • tell you in advance about the change; and • make clear that you can end the agreement without charge if you don't want to accept the change.
Our main reasons for changes	<p>We can change the agreement, including by changing or introducing fees for any of the following reasons:</p> <ul style="list-style-type: none"> • where the costs to us of providing your account change or we have a good reason to expect that they will change (this could include where there's a change in how much it costs us to borrow funds to lend you); • where we're changing the way you can use the account; • where we're changing the card benefits offered with your account; • where the change is either good for you (including where we're making the change to improve the security of your account or we're making the agreement clearer or fairer) or neutral; • to reflect changes or developments in the technology or systems which we use; • where we're making the change to reflect a change in law, regulation or industry codes of practice (including where we have a good reason to expect a change), or to reflect a decision by a court, regulator or the Financial Ombudsman Service (or equivalent); or • where we have a good reason to think that a change in your circumstances means that the risk that you might not be able to repay us has increased.
Telling you about changes	We'll give you at least two months' notice of the change and give you details of when the change will take effect. If you don't want to accept any change, then you can always end this agreement by paying off all the amounts you owe us and telling us to close your account (see ' <i>Ending your agreement</i> ' in Part 2). If you don't do this, we'll assume you've accepted the change.
Ending card benefits	If card benefits are offered with your card you may tell us at any time that you no longer wish to maintain those card benefits, in which case we'll switch you to the Basic Business Card with no card benefits. We'll also refund your cardmembership fee on a pro rata basis.
Switching you to a different type of card	<p>You can tell us at any time that you want to have a different tier of card covered by this agreement. If you do, we may switch you to an alternative type of card.</p> <p>We may switch the tier of card we issue you with to another card covered by this agreement if, as a result of our assessment of your circumstances, we believe that you no longer qualify for your current card or that you now qualify for a different card. We'll always give you notice if we do this and we'll tell you if there are any changes to this agreement as a result.</p>

	If we switch you to a different tier of card covered by this agreement, unless we tell you otherwise, we'll reset the start of any cardmembership year to the date of the switch. We'll refund any cardmembership fee applicable to your previous type of card on a pro rata basis.			
Joint Cardmembers	If there is more than one of you as "Cardmember" under this agreement, then this agreement applies to each of you individually as well as jointly. This means that we can demand payment of the entire balance owing from either of you.			
This document (Part 1), together with the "How your American Express account works" document (Part 2) make up your agreement.				
Your Right to Cancel You can cancel this agreement, without giving a reason, within 14 days starting on the day you receive your card. You can cancel by calling us on 0800 917 8043 or by writing to us (American Express, Department 871, 1 John Street, Brighton, East Sussex, BN88 1NH). If you cancel, you must repay everything you owe us (except any cardmembership or supplementary cardmembership fees).				
If your card comes with card benefits, by signing this agreement you're also agreeing to the separate card benefits terms and conditions. You should make sure you read these before you sign this agreement.		Authorised by American Express _____ Date _____ (This is the date of this agreement)		
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> Signature(s) of Borrower(s) Date(s) of signature(s) </div> Where your business is a limited company or a limited liability partnership, you are signing once in two capacities (i) as director of the limited company binding the limited company or as member of the limited liability partnership binding the limited liability partnership (as the case may be); and (ii) on your own behalf. You can ask for a copy of this agreement free of charge at any time.				