

CBPB sans version 1009 P

Personal Details

Title	First Name	Initials
Surname		Date of Birth
Service Number	Rank	

Your Contact Details

Please provide your current residential address including the length of time you spent at this address. If less than 3 years, please provide previous address(es). Use a separate sheet if necessary.

Current UK Residential Address		
	Postcode	Time at Address
Work Telephone No.	If less than 3 years, please state previous addresses up to 3 years	
Home Telephone No.		
Mobile Telephone No.		
E-mail Address		
Work Address		
Postcode	Years in Service	Gross Annual Income £

Password

To protect you against fraudulent use of your card, when you telephone us we will need to verify your identity by asking you for your mother's maiden name. Please supply these details in the box below.

Mother's Maiden Name

Customer Information: The information requested on this form will be used by Close Brothers Private Banking Credit Card and its approved agents for use in administration of a Close Brothers Private Banking Credit Card. Using the information we hold about you we would like to tell you about our other products and services we believe may be of interest to you.

Direct Debit

Your monthly payments must be paid by Direct Debit. Please tick one of the following boxes to advise us how you would like your Direct Debit set up:

<input type="checkbox"/> Minimum Payment (2% of statement balance or £5.00 whichever is greater)
<input type="checkbox"/> Full Statement Balance

Please complete the Direct Debit Mandate at the bottom of this form. If you have not ticked one of the boxes above, we will request the minimum payment.
You can vary this arrangement at any time by telephoning 01268 567 208.

Balance Transfers

If you would like to take advantage of our balance transfer rate of 2.9% for 6 months with a 3% fee, please complete the following details and we will arrange this for you. (Minimum value £500.00)

Card Issuer	Amount to be Transferred
Card Number	
Additional Balance Transfer - Card Issuer	Amount to be Transferred
Card Number	

Additional Cardholder

If you would like to have an additional cardholder on your account, please complete their details below. Please note that paragraphs 2 and 10 overleaf need to be observed by you.

Title	First Name	Initials
Surname		Date of Birth
Signature of Additional Cardholder		Date
X		

Joint Operation

If you would like the additional cardholder detailed above to be able to access your account details, please tick here.

Declaration

I confirm that I am over 18 years of age and the information given above is true and complete. I consent to Close Brothers Private Banking Credit Card making any enquiries deemed necessary in connection with this application. I confirm that I have read and agree to be bound by Close Brothers Private Banking Credit Cards Terms and Conditions set out on this document and in the standard Close Brothers Private Banking Credit Card Terms and Conditions.

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 Primary Cardholder	Date
X	

Do not forget to enclose a recent payslip up to 3 months old.

<input type="checkbox"/> Please do not contact me by post in order to let me know about any products or services that you think may interest me.	<input type="checkbox"/> Please contact me by telephone, e-mail or other electronic methods in order to let me know about any products or services you think may interest me
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Instructions to Your Bank or Building Society to Pay by Direct Debit

Please complete the whole form excluding the official use box, sign and return with your application

Close Brothers Military Services Ltd. t/a Close Brothers Private Banking Credit Card Karl Shearer House, 23 Equinox Business Park Commerce Road, Lynchwood, Peterborough PE2 6LR Tel: 01733 374 147 Fax: 01733 372 851	Originators Identification Number 7 6 4 9 4 5
For Close Brothers Military Services Ltd. Official Use Only. This is not part of the instructions to your Bank or Building Society	
Reference Number	
Name(s) of Account Holder(s)	
Bank/Building Society Account Number	
Bank/Building Society Sort Code	

Name and full postal address of your Bank/Building Society	
To the Manager	Address
Postcode	
Instructions to the Bank/Building Society. Please pay Close Brothers Military Services Ltd. 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 Close Brothers Military Services Ltd. and if so details will be passed electronically to my Bank/Building Society.	
Signature(s)	Date
X	
Full name and postal address of Cardholder	
Name	Address
Postcode	



The Direct Debit Guarantee This guarantee should be detached and retained by the payer.

- 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 amount to be paid or the payment dates change, Close Brothers Military Services Ltd. will notify you ten days in advance.

- If an error is made by Close Brothers Military Services Ltd. or by the 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 mandate at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.



This agreement is made between Brown, Shipley & Co. Ltd. ("we/us") of Founders Court, Louthby, London EC2R 7HE (in relation to the Close Brothers Private Banking Visa Credit Card issued by us on behalf of Close Brothers Military Services Limited, Roman House, Roman Road, Doncaster DN4 5EJ) and you, the customer named in the 'About You' box at the top of the Close Brothers Private Banking Visa Credit Card Agreement Form. This is a copy of your Agreement with us for your Close Brothers Private Banking Card and your account with us.

1. Definitions

In these terms:

'Account' means your Close Brothers Private Banking Visa Credit Card account which will open and maintain for you in respect of which a Card or Cards may be issued and transactions are charged.

'Agreement' means the Credit Agreement regulated by the Consumer Credit Act 1974 between us and the principal cardholder.

'APR' means Annual Percentage Rate and is the cost of credit calculated on an annual basis in accordance with the Consumer Credit Act 1974.

'Card' means any Close Brothers Private Banking Visa Credit Card issued to you or to an additional cardholder on your Account, including any renewal or replacement.

'Charges' means the charges specified in paragraph 5.

'Credit Limit' means the maximum total amount you are entitled to owe under these Conditions of Use.

'Minimum Sum' means the minimum amount you must repay to us as shown on your Statement by the date indicated.

'PIN' means a personal identification number that we issue for use with a Card.

'Promotional balance' means the balance shown on your statement that refers to any Special Promotion that we may offer you from time to time.

'Special Promotion' means a promotion featuring different Conditions of Use.

'Standard Balance' means the balance shown on your statement that refers to normal purchases and Cash Advances through retailers accepting the Close Brothers Private Banking Visa Credit Card.

'Statement Balance' means the total balance shown on your statement.

'Transaction' means any payments made by other authorised means of making a use of a Card or Card number or any other authorised means of obtaining a charge to your account.

'You' means the applicant for the Close Brothers Private Banking Visa Credit Card and also means, where appropriate, the holder of any other card issued under the terms of this agreement.

'Payment Holiday' means any month when we allow you to miss a minimum payment under Condition 8.6.

2. Use of Your Card and PIN

2.1 You must make sure that:

- (i) All Cards are signed immediately on receipt and kept secure at all times.
- (ii) You memorise the PIN and then immediately destroy the notification slip.
- (iii) The PIN is not made known to any other person and if it is written down it is thoroughly disguised and not written on any Card or anything kept with the Cards at any time.
- (iv) In using the Card the Credit Limit is not exceeded.
- (v) Cards are not used before or after the validity period stated on the Card or after any notification of cancellation or withdrawal of the card to you by us or our agents; and
- (vi) You notify us immediately in respect of any change to a cardholder's name, your bankers, your business, home or mobile telephone number and your address which Statements are sent in accordance with Term 7.
- (vii) Each Card is used only by the person whose name appears on the Card.

2.2 We reserve the right at all times without notice to:

- (i) Refuse to authorise any Purchase or advance.
- (ii) Cancel or suspend the right to use any Card or PIN, entirely or in respect of specific functions.
- (iii) Refuse to renew or replace any Card; or
- (iv) Change the Account number or PIN, without affecting your obligations under this Agreement which shall remain in force, provided that we have a valid reason for doing so.

2.3 We will not be liable to you for any loss or damage arising as a result of us exercising our rights as detailed in paragraph 2.2.

2.4 All Cards will at all times remain our property. You must immediately return all Cards/Cheques issued to cardholders to us or our agents upon request where we or they reasonably believe there is a good reason for that request.

2.5 Unless we have been negligent we accept no responsibility if a request for authorisation is declined or if a Card is not accepted in payment, nor for any loss or damage resulting from the way in which either is communicated to you or any additional cardholder. For any enquiries regarding these types of transactions, please contact Customer Services on 01268 567208.

2.6 If you incorrectly enter your PIN at an Automated Teller Machine (ATM) the Card may be withheld by the ATM.

3. Your Account

3.1 We will charge to your Account the amount of each purchase of goods and services and of each cash advance obtained by ATM withdrawal or purchase of foreign currency and travellers' cheques obtained by a

Cardholder by the use of the Card whether by a sales voucher (with or without signature), PIN or otherwise that has been properly authorised. We may be contacted by a retailer or a person acting on our or the retailer's behalf to confirm that we will authorise a proposed Purchase or Cash Advance. Purchases or Cash Advances, which are authorised, are treated as having been debited to the Account on the date of authorisation and will immediately reduce the credit available on the Account by the amount of the Purchase or Advance.

3.2 Once a transaction has been properly authorised by you that transaction cannot be stopped.

3.3 As a responsible lender we may suspend your rights to use the card for cash withdrawals or impose cash limits at any time. We will only do this, based on usage of the card or card account or our assessment of the risk of lending to you, we reasonably consider that you may not be able to meet your repayment obligations to us. We will tell you before we take this action or as soon as possible afterwards.

4. Credit Limit

4.1 We will determine and notify your Credit Limit to you from time to time. We may vary such Credit Limit from time to time and will notify you of any such variation. You may apply for, and we may consider, a variation in your Credit Limit at any time subject to your circumstances and our requirements at the time of application.

4.2 The available credit on your Account will be based on:

- (i) Your Credit Limit.
- (ii) Amounts debited to your Account.
- (iii) Any amount not yet received on your Account.
- (iv) Payments received from you, which are paid into your Account as cleared funds.

4.3 You must ensure you do not exceed your Credit Limit at any time.

4.4 If for any reason you do exceed your credit limit you must repay the excess to us immediately.

5. Charges & Interest

5.1 For Purchases, interest will not be charged so long as the whole of the outstanding balance on your Statement is paid in full and credited to your Account within 25 days of the Statement date. If the full balance is not repaid within the 25 day period, interest is charged calculated daily on the full balance from the date each Purchase was debited to the Account until full repayment is credited to the Account. Interest will be added to the account each month. Interest will be charged at a monthly rate which depends on the balance outstanding. The table at 5.7 below shows examples of our Standard rates.

5.2 For Cash Advances (including purchases of foreign currency and travellers' cheques), interest is calculated daily from the date each Cash Advance was debited to the Account until full repayment is credited to the Account. Interest will be added to the account each month.

5.3 Some Special Promotions may be subject to different charges and these will be advised to you at the time of offer.

(i) Forces Travel 3 months Interest Free purchase plan
Each time you make a travel or holiday booking through Forces Travel using your Close Brothers Private Banking credit card, the transaction will attract an interest rate of 0% p.a. (fixed) for a period of 3 months from the date the transaction is charged to your account. If the transaction amount is not cleared within the 3-month period, your standard purchase rate will apply.

5.4 In calculating the APR on account has been taken of our right to vary the interest rate, handling charge or annual fee, which together with our charges may be varied by giving seven days written notice to you either with your Statement, or otherwise. On receipt of such notification you may terminate this Agreement by serving notice in accordance with section 12.

5.5 A handling charge of 2% (Minimum charge £3.00) is payable on each Cash Advance you take. We do not charge any conversion fees on any overseas cash advances. In respect of all foreign currency transactions Visa or MasterCard may charge you a conversion fee on the transaction value.

5.6 Sometimes we must write to you or telephone you if your monthly payment is more than 5 days late. We currently charge £12.00 for any such letter and £10.00 for any call and the same amount for each subsequent letter or call. Other fees charged for non-routine matters arising are:

Duplicate statement - £5.00 per sheet.
Copy of any voucher - £5.00 per copy.
If any cheque sent to us by you is returned unpaid or if any Direct Debit or Standing Order is rejected by your bank - £12.00.

For each period between monthly statement dates during which the balance of your account exceeds your credit limit by more than £25 - a fee of £12.00 will be applied to your account.
The amount of these charges may be varied by us on giving such notice as is required by law.

5.7 The interest rates we use for calculating interest are those shown in the following table:

Purchases	Cash Advances
16.9%	22.9%

We may charge fees for dealing with any other special requests made by you in connection with this agreement. You will be told of these charges before they are incurred.

6. Foreign Currency Transactions

6.1 The amount of any Purchase or Cash Advance in a currency other than Sterling will be converted from the local currency at the exchange rate set by Visa or MasterCard on the day they process the transaction. This may be some time after you withdraw the cash or make the purchase. We do not charge any conversion fees on overseas purchase or cash advances. Visa or MasterCard may charge you a conversion fee on these types of transactions. To confirm VISA's current exchange rate please visit www.visa.europa.com/personal/traveling/abroad/exchange.jsp

7. Statements

7.1 We will usually send a Statement of Account to you each month, except where there has been no movement on the Account during the period to which the Statement relates and the balance of the Account is nil. The Statement will detail the minimum Sum you must repay and the date by which such repayment must reach the Account. You should read and check your statement carefully. Any queries or complaints must be notified to us immediately.

8. Repayments

8.1 The Statement Balance is the sum of the Standard Balance and any Promotional Balance, which we may offer to you from time to time.

8.2 The Minimum Sum repayable for Statement Balances for the Close Brothers Private Banking Visa Credit Card will be the greater of 5% or 2% of the statement balance. Where the Statement Balance is less than £5, the minimum sum will be the whole of the Statement Balance.

8.3 The Minimum Sum repayable for Promotional Balances will be agreed with you at the time the Special Promotion is offered to you.

8.4 You must repay us immediately the amount of any excess over the Credit Limit, any arrears and any transaction made in breach of this Agreement. All payments will only take effect when credited to the Account and may be applied against Transactions and Charges in such order as we may decide from time to time. Subject to any mandatory provisions of applicable law all payments will be applied to the balances in your account in the manner we determine.

8.5 Subject to any legal requirements, all amounts due under this Agreement will be payable in full on your bankruptcy or death or at our discretion, if you breach this Agreement. If we wish to demand payment of the sums due in full we shall write to you.

8.6 We may give you the opportunity to take a payment holiday. If we do this, you will be allowed to miss one monthly payment due but you will be liable to pay interest on the statement Balance as though the normal payment had been due.

8.7 Our preferred method of payment is Direct Debit. Alternative payment options include Debit Card or Cheques. Should you use any other payment method other than our preferred method, this may result in delays in receiving those payments and an extended time period to the application of monies to your account, which may fall outside of the prescribed regulatory requirements. Alternative payment details can also be found on the reverse of your credit card statement.

9. Special Promotions

9.1 We may offer you a Special Promotion from time to time. Some Special Promotions may be subject to additional Terms & Conditions and these will be advised to you at the time of offer.

(i) Forces Travel is a trading name of R3: Affinity Alliance Limited. Registration number 3821275. Part of the R3: Group of companies.
(ii) The R3 Group may use your information for marketing and promotional purposes. If you do not agree to this please put your request in writing to R3: Group, Globe House, 24 Turret Lane, Ipswich, Suffolk, IP4 1DL.

10. Lost and Stolen Cards

10.1 You must notify us as soon as it is reasonably practicable if:
(i) The Cards issued to you are lost, stolen or liable to misuse; or the PIN has been disclosed to anyone other than the Additional Cardholder.

(ii) Your Account includes an item, which appears to you to be wrong.
(iii) You change your address, or if any Cardholder changes their name; or
(iv) you change any of your bank account details.

10.2 If any Card is lost or stolen or if the PIN becomes known to any other person or a Card or PIN is for any other reason liable to be misused, you must, as soon as possible, notify us at the following address: Close Brothers Private Banking, Card Services, Department WB, Christopher Martin Road Basildon, SS14 9AA Tel: 01268 567422 (24 hours). If a Card is subsequently found it must not be used and must be returned to us immediately and cut in two across the magnetic stripe.

10.3 Until you notify us in accordance with Term 10.2, you will generally only be liable for Transactions up to a maximum of £50. You will have no liability if the card is misused before you receive it. Where the Card or PIN has been used by a person who acquired possession of it with an Additional Cardholder's or your consent, you will continue to be liable for all transactions occurring prior to notification. If in the reasonable view of the issuer you have been negligent with regards to your credit card and/or PIN, then you may be held liable for ALL losses. You will not be liable for losses which take place after you have notified us of the theft, providing you

confirm any verbal message within seven days.

10.4 You agree to give us all information in your possession regarding the loss, theft or misuse of a Card or the disclosure of the PIN and any other information we may request to help us recover our property. We may require you to report the matter to the police. You agree that we may provide the police with any information we consider relevant. Cards reported as lost, stolen or liable to misuse must not subsequently be used; such Cards must be cut in half and returned immediately to the address shown in 10.2 above if they come back into your possession.

10.5 We are not responsible for any loss of profit or opportunity or damage to your reputation.

11. Additional cards

11.1 On your written request, we may supply an Additional Card and a PIN to any person nominated as an Additional Cardholder (as long as that nominated person is over 18), subject to your circumstances at the date of your request. This agreement will apply to the use of such a Card and PIN, and you will be liable for its use as if the Additional Card was used by you.

11.2 We may cancel any Additional Card at the written request of the Cardholder accompanied by the return of any Additional Card (cut in two across the magnetic stripe). Once you have notified us of the cancellation of the Additional Card, you remain liable for any outstanding transactions by the Additional Cardholder not yet processed.

12. Ending this agreement

12.1 Either you or we may end this agreement by giving one month's written notice to the other. You may also terminate by giving the same notice by telephone, subject to satisfying appropriate security checks.

12.2 You break any term of this agreement we may immediately end it by written notice.

12.3 If the agreement is ended you must make sure you do not attempt to use the Card any more. You will remain liable to pay us all sums charged to your account before or after termination under the terms of this agreement. As far as appropriate, our rights to charge sums to the account will continue after termination until all sums due have been repaid by you.

13. Disclosing information

13.1 We will share all information relating to your application and account with Close Brothers Military Services, the Close Brothers Group of companies and with any agent employed by us to administer any aspect of this agreement. We shall also make searches at, and register information with fraud prevention agencies and credit reference agencies, including details of how the account is run.

13.2 In considering any request for an increased credit limit we make enquiries with other sources and may disclose information relating to your application to them.

13.3 Close Brothers Military Services and we may use your personal information (either ourselves or in association with other bodies) for the purpose of offering you other products which we feel may interest you, unless you have told us you do not want us to do this.

14. Confidentiality

The information we hold about you will not be disclosed to anyone, other than where:

- 14.1 We are legally required to disclose it or we have a public duty to disclose; or
- 14.2 Our interests require disclosure, or the disclosure is made with your consent.

15. Data Processing

15.1 We may record, exchange, analyse and use relevant information about you and your relationships with the Close Brothers Group (including the nature of your transactions) for credit assessment, market research, insurance and administrative purposes. This may include information provided by you, or someone acting on your behalf.

15.2 Relevant information may also be exchanged with members of the Close Brothers Group and others, for audit purposes and if required by appropriate governmental and non-governmental regulators or ombudsmen.

15.3 In line with the Data Protection Act 1998 we aim to keep your information up-to-date, please advise us of any changes.

15.4 We may provide information about you and the conduct of your account to any Additional Cardholder and to any person to whom we transfer our rights and obligations under this Agreement.

16. Right to vary terms

16.1 We may from time to time vary any of the terms of this Agreement (including, but not limited to, the interest rate(s) and the Credit Limit and any charges), by giving you not less than 30 days' notice in writing to the address last known to us as your correspondence address.

17. Governing Law

17.1 English law will apply to this Agreement unless your address overlies in Scotland, in which case Scottish law will apply.

17.2 We are required by law to tell you that the terms of this Agreement are in English and that we will communicate with you at all times in English.

CREDIT CARD TERMS AND CONDITIONS AT A GLANCE

Annual Percentage Rate for Purchases (APR)	16.9%
Other Annual Percentage Rates (APRs)	
Cash Advance APR:	22.9%
For information on balance transfers and details of our rates please contact us.	
Interest Free Period for Repayment of Purchase Balances	Up to 56 days
Balance Calculation Method for Purchases	Average daily balance (Including new purchases)
Minimum Finance Charge	None
Annual Fee	None
Cash Handling Fee	2% with a min. fee of £3.00
Miscellaneous Fees	
Foreign Currency:	0%
Late Payment:	£12.00
Duplicate Statement:	£5.00 per sheet
Copy of any Voucher:	£5.00 per copy
Unpaid Cheque, Direct Debit or Standing order rejection:	£12.00
Overlimit:	£12.00

Telephone: 01268 567208

www.close.uk.com



Your Right to Cancel

Once you have signed this agreement, you will have for a short time a right to cancel this agreement. You can do this by sending or taking a WRITTEN notice of cancellation to Close Brothers Private Banking, Karl Shearer House, 23 Equinox Business Park, Lynchwood, Peterborough, PE2 6LR. If you cancel this agreement, any money you have paid must be returned to you. You will not have to make any further payment.

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, we 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 the right to sue the supplier, us 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 us.

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.