

BMO ePurchasing Solutions Corporate MasterCard®* Account Agreement Program Card Request

Instructions: <ul style="list-style-type: none"> Use this form to open a new Master Card Account or to request a change to an existing account. When completed, please forward the original to your Ministry Travel Card Coordinator. Please type or print clearly. 	<p style="text-align: center;"><i>Freedom of Information and Protection of Privacy Act</i></p> <p>Questions about the collection or use of this information can be directed to the Government Card Coordinator at 250 828-4322, Purchasing Services, 203E – 2nd Floor, 455 Columbia Street, Kamloops BC V2C 6G1.</p>	<p>DATE OF REQUEST YYYY / MM / DD</p> <hr/> <p>TYPE OF REQUEST</p> <p><input type="checkbox"/> NEW CARD <input type="checkbox"/> CHANGE</p>
--	--	--

ORGANIZATION NAME The Province of British Columbia	MINISTRY NAME	CARD TYPE Travel
--	---------------	----------------------------

EMPLOYEE INFORMATION (One form per employee)

NAME - Last Name, First Name and Initial (maximum 21 characters including spaces) Please provide your name as you would like it to appear on the card	EMPLOYEE I.D.	CARD NUMBER (Required only if changing existing card information)
--	---------------	---

STATEMENT MAILING ADDRESS

C/O	STREET ADDRESS
CITY	PROVINCE
	POSTAL CODE

EMPLOYEE PHONE NO. ()	OFFICE EMAIL ADDRESS
------------------------------	----------------------

EMPLOYEE ACCOUNT AUTHORIZATION CONTROLS

MAXIMUM SINGLE TRANSACTION LIMIT \$	MONTHLY TRANSACTION LIMIT \$	DAILY CASH ADVANCE LIMIT \$
--	---------------------------------	--------------------------------

DECLARATION

The Province of British Columbia (the "Province") requests the issuance to the above named employee of a Bank of Montreal MasterCard card on the Province's MasterCard account under the Commercial Card Agreement between the Province and the Bank of Montreal (the "Bank").

I, the undersigned employee of the Province, acknowledge the Bank may issue me a Corporate MasterCard on the account of the Province (the "Card"), and renewals, substitutions and replacements thereof from time to time at the Bank's discretion.

I, THE UNDERSIGNED EMPLOYEE, AGREE WITH THE BANK TO ABIDE BY THE BMO EPURCHASING SOLUTIONS CORPORATE MASTERCARD PROGRAM CARDHOLDER AGREEMENT ATTACHED AS APPENDIX 1 TO THIS REQUEST AND AGREE THAT MY SIGNATURE BELOW INDICATES THAT I HAVE REVIEWED AND UNDERSTAND THE TERMS OF THE ATTACHED AGREEMENT.

I, THE UNDERSIGNED EMPLOYEE, AGREE WITH THE PROVINCE TO ABIDE BY THE TRAVEL CARD CARDHOLDER AGREEMENT ATTACHED AS APPENDIX 2 TO THIS REQUEST AND AGREE THAT MY SIGNATURE BELOW INDICATES THAT I HAVE REVIEWED AND UNDERSTAND THE TERMS OF THE ATTACHED AGREEMENT.

I acknowledge having received a completed and signed copy of this Request (including the attached agreements).

EMPLOYEE SIGNATURE X	EMPLOYEE LEGAL NAME	DATE SIGNED YYYY / MM / DD
PROVINCE (EXPENSE AUTHORITY) SIGNATURE Certified correct pursuant to section 32 & 33 of the <i>Financial Administration Act</i> and related policies.	EXPENSE AUTHORITY NAME	DATE SIGNED YYYY / MM / DD

ADDITIONAL ACCOUNT SET-UP INFORMATION – OFFICE USE ONLY	
REPORTING UNIT (Hierarchy) NAME	HIERARCHY NUMBER ('Reports To' Profile)
COMMENTS	

Appendix 1

BMO[®] ePurchasing Solutions Corporate MasterCard^{®*} Program Cardholder Agreement

This cardholder agreement (this "Agreement") is between Bank of Montreal (the "Bank", also referred to as "we", "our", and "us") and the cardholder (the "Cardholder", also referred to as "you", "your") who is provided a Bank Corporate MasterCard (the "Card") and whose name is embossed on the Card pursuant to the Commercial Card Agreement entered into by the Bank and Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Finance (the "Province").

LIABILITY AND USE OF THE CARD

1. By accepting, signing or using the Card, you are agreeing to the terms of this Agreement. By issuing the Card to you, the Bank is agreeing to the terms of this Agreement.
2. Subject to the terms and conditions of this Agreement, you may use the Card we provide you from time to time (a) to charge to your sub-account (the "Card Account") of the Province's Corporate MasterCard account with us the price of merchandise or services you obtain from any merchant or supplier honouring the Card, by means of payment or settlement by the Bank to the merchant or supplier (a "Purchase"), (b) if applicable, to charge to the Card Account cash advances you obtain through use of the Card, either directly from us, including through use of automated teller machines ("ATMs"), or through the intermediary of a financial institution honouring the Card, and (c) to use ATMs within limits prescribed by us or the Province in accordance with our current directions as advised from time to time and the terms of this Agreement. Any such use of a Card which results in a charge to the Card Account, whether or not the Card was presented to a merchant or supplier (such as mail or telephone order purchases) or your signature was obtained or by use of a PIN, is herein called a "Transaction". In this agreement, a "Cash Advance" means any transaction by means of a cash advance obtained by means of a Card referred to in (b) above.
3. The credit limit for your Card will be established from time to time by the Province and you will not use your Card in any manner which would cause the aggregate of your Charges through use of your Card to exceed, at any time, such credit limit.
4. We will record all transactions with respect to your Card, as well as all interest, fees, credit notes and adjustments ("Charges") against the Card Account.
5. You will be liable to the Bank for the payment of all Charges. You agree that this Card will be used only by you solely for legitimate business purposes as defined by the Province and in accordance with any procedures or guidelines established by the Province from time to time.
6. You may not return any merchandise or services which you obtained with the Card for a refund, other than by way of a MasterCard credit note. Upon receipt of a credit note issued by a merchant or supplier for goods or services charged to the Card Account, the Bank will post the credit to the Card Account. If the Bank does not receive the credit note prior to the time the related charge is included in a monthly statement, you will pay the related charge by the payment due date in respect of that Card Account Statement.
7. Any Card Transaction made in a currency other than the currency of the Card will be charged to the Card Account in the currency of the Card, after being converted using a MasterCard conversion rate in effect on the day the Transaction is posted to your Account. The MasterCard conversion rate is the rate that the Bank pays to MasterCard International Inc. plus a 2.5 percent markup.

However, if a foreign currency Transaction is refunded to a Card Account, the MasterCard conversion rate used to convert the refund to the currency of the card is the rate that the Bank pays to MasterCard International Inc. minus the 2.5 percent markup paid. This rate may not be the same as the rate that existed on the date the Transaction was refunded. For these reasons, the amount that is credited to a Card Account for a refund of a foreign currency Transaction will, in most cases, be less than the amount that was originally charged to the Card for that Transaction.
8. We will not be responsible for any defect in, or the quality of, any Purchase obtained from a merchant or supplier. Any claim or dispute between you and any merchant or supplier with respect to any Purchase, including any right to compensation, will be settled directly between you and the merchant or supplier and will have no effect on your indebtedness to us. We will not be responsible, nor will you seek to hold us responsible, if any merchant or supplier refuses to honour the Card, or for any other problems you may have with any merchant or supplier.
9. You acknowledge that the Card does not provide you with MasterCard card benefits or features except for those agreed to by the Province.

AUTOMATED TELLER MACHINES (ATM's)

10. Use of your Card and PIN for ATM transactions will be governed by this Agreement.
11. Transaction records issued through ATMs are solely for your convenience and, in the event of any dispute as to the accuracy of any such record, our decision based on our internal records will be conclusive and binding on you.

STATEMENTS, ACCOUNT SETTLEMENT AND INTEREST

12. We will prepare and provide you monthly a statement of account (a "Card Account Statement") for each month in which Charges have been posted to the Card Account or there is an outstanding balance in respect of your Card. You will examine each Card Account Statement upon receipt and notify us of any error or omission with regard to any charge within 30 days from statement date.
13. In each month, you will pay the aggregate outstanding balance of the Card Account shown on the Card Account Statement in full on or before the payment due date in respect of such Card Account Statement. Any amount not so paid on or before the applicable payment due date will be considered past due.
14. Interest is charged on the amount of all purchases and fees from the date posted to the Card Account until payment is received. Interest is charged on all cash advances from the date of the transaction until payment is received. The Bank will waive the interest charges on purchases and fees which are included in a Card Account Statement for the first time if the Bank receives payment in full at its MasterCard Payment Centre of the aggregate outstanding balance of the Card Account shown on the Card Account Statement on or before the Payment Due Date in respect of the Card Account Statement.

15. The interest rate charged on Purchases and fees shall be the Prime Rate plus 2%. The interest rate charged on Cash Advances shall be the Prime Rate plus 2%. The "Prime Rate" is the rate announced by the Bank from time to time as its prime interest rate for Canadian dollar loans. These interest rates shall change automatically upon a change in the Prime Rate without notice to you.
16. Any payment will be applied towards Charges which have appeared on a Card Account Statement in the following order: a) interest, b) fees c) cash advances and interest bearing purchases, d) non-interest bearing purchases: the remainder, if any, will then be applied towards Charges which have not yet appeared on a Card Account Statement in the same order as shown above.
17. You will pay all Charges included in a Card Account Statement notwithstanding that you or the Province disputes with the Bank any Charge or other particular. In the next billing period, such disputed Charges will then be credited to the Card Account. Upon investigation, any Charges requiring charge back to the Card Account will be subject to interest commencing on the date interest would have commenced had the Card Account, subject in the case of a Purchase to the Bank providing a copy of the transaction slip, if requested by you or the Province within a reasonable time. You or the Province will notify the Bank of all Charges in dispute with the Bank in respect of the Card Account by phoning Customer Service at:
- | | |
|--------------------------|----------------|
| Canada & U.S. | (800) 263-2263 |
| Elsewhere (call collect) | (416) 232-8440 |
18. The Bank will not commence any legal action against you to collect any amounts owing under this Agreement without first receiving written confirmation from the Province that such amounts do not represent the reimbursable portion of any authorized expense, which has not been reimbursed to you by the Province at the relevant date.

LOST OR STOLEN CARDS; DISCLOSURE OF PIN

19. You will immediately notify the Bank and the Province if you become aware that your Card has been lost, stolen, damaged, destroyed or used by anyone else. You will not disclose to any person the personal identification number ("PIN") we issue you for use with your Card and you will keep your PIN separate from your Card. You will not be liable for unauthorized use of your Card alone, but you will be liable for all Transactions in which your Card and PIN are used if the PIN was disclosed to any other person, whether by failure to maintain confidentiality of your PIN, failure to keep the PIN and the Card separate or otherwise.

CANCELLATION

20. The Card at all times remains our property and we have the right at any time, without notice, to cancel the Card and to revoke or withdraw all your rights or privileges in respect of the Card. Upon cancellation, you cease to be entitled to use the Card or to be entitled to any benefits or features available with respect to the Card and you will immediately return the Card to us or surrender it to our agents upon request.
21. We may inform merchants and suppliers honouring the Card that it has been cancelled or revoked and, if you are asked to surrender an expired or revoked Card by a merchant or supplier, you must do so.
22. You are liable for any pre-authorized payments charged to a Card Account, even after the Card Account is cancelled, unless you provided a written cancellation request to the merchant prior to being charged. If requested, you shall provide the Bank with a copy of the written cancellation request to the merchant.

AMENDMENTS AND WAIVER

23. With the approval of the Province, we may change any benefits or features available or offered with the Card. We may replace the Card at any time. Any notices which we provide to you may be on your monthly Card Account Statement or may be sent to your address shown at the time on our records.
24. No term or provision of this Agreement will be deemed to have been waived and no breach excused, unless such waiver or consent to breach will be in writing and signed by the party claimed to have waived or consented. Any express or implied consent by any party to, or waiver of, a breach by the other will not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

MISCELLANEOUS

25. If any provision of this Agreement is held to be unenforceable, invalid or void, all other provisions will nevertheless continue in full force and effect.
26. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

Please retain this Agreement.

All services are provided by Bank of Montreal.

®* Bank of Montreal is a licensed user of the registered trade-mark owned by MasterCard International Inc.

® Registered trade-mark of Bank of Montreal.

Appendix 2

Travel Card Cardholder Agreement

THIS AGREEMENT between the Province and the Cardholder is dated as of the date of the Request.

Definitions

1. In this Agreement:
 - “Authorized Cash Advances” means cash advances obtained using the Card for the purpose of paying for government travel related expenses;
 - “Authorized Purchases” means government travel related expenses paid for with the Card;
 - “Bank” means the Bank of Montreal;
 - “Card” means the corporate travel card to be issued to the Cardholder by the Bank pursuant to an agreement between the Bank and the Province;
 - “Cardholder” means the individual whose name appears above;
 - “Card Number” means the number which appears on the face of the Card;
 - “Ministry” means the ministry or entity of the Province which employs the Cardholder;
 - “Province” means Her Majesty the Queen in right of the Province of British Columbia;
 - “Reimbursable Charges” means Authorized Purchases and interest on Cash Advances eligible for reimbursement in compliance with the Province’s Core Policy and Procedures Manual;
 - “Request” means the BMO ePurchasing Solutions Corporate MasterCard Program Card Request, to which this Agreement is appended as Appendix 2; and
 - “Travel Card Coordinator” means the individual designated by the Ministry as responsible for administering the travel card program within the Ministry

Card Ownership

2. The Bank is the owner of the Card at all times.

Card Use

3. Use of the Card is governed by the terms and conditions of this Agreement and the agreement between the Cardholder and the Bank attached to the Request as Appendix 1 and entitled BMO ePurchasing Solutions Corporate MasterCard Program Cardholder Agreement.
4. The Cardholder will not authorize or permit any other person to use the Card.
5. The Cardholder will not use the Card for personal purposes except to make Authorized Purchases or obtain Authorized Cash Advances.
6. The Cardholder will use the Card to make Authorized Purchases or obtain Authorized Cash Advances only up to and including such transaction limits as may be specified from time to time by the Province in its sole discretion. The initial such limits are set out in the Request.
7. The Cardholder will abide by policies of the Province and the Ministry, including but without limitation the Core Policy and Procedures Manual, as published from time to time regarding use of the Card and accounting for purchases.
8. The Cardholder will safeguard the Card, the Card Number, and any personal identification number associated with the Card.
9. The Cardholder will immediately notify the Bank and the Travel Card Coordinator upon the Cardholder becoming aware that the Card has been lost, stolen, damaged, destroyed or used by any one other than the Cardholder.
10. The Cardholder will submit to the Province all claims for reimbursement of Reimbursable Charges in a timely manner.
11. The Cardholder acknowledges that the Card is to be used as a charge card, not a credit card.
12. The Cardholder will make payment to the Bank by the payment due date and will notify the Province in the event that any Reimbursable Charge has not been reimbursed by the Province within 4 weeks of the Cardholder submitting a claim for reimbursement.
13. In the event that the Cardholder is subject to any interest, delinquency charges or other fees imposed by the Bank, which directly arise due to the Cardholder not paying by the due date the amount of a Reimbursable Charge, where that amount has not been reimbursed by the Province prior to the relevant due date, the Province will be responsible to reimburse the Cardholder for such interest, delinquency charges or other fees.
14. The Cardholder will promptly inform the Travel Card Coordinator of changes in his or her name, mailing address, telephone number or e-mail address as specified on the Request.

15. The Cardholder will promptly inform the Travel Card Coordinator upon transfer from his or her position, commencement of leave of absence, or termination of employment.
16. The Cardholder acknowledges that misuse of the Card by the Cardholder may result in the suspension or cancellation of the Card and disciplinary action against the Cardholder by the Province, including dismissal. The Cardholder acknowledges that travel advances may not be available from the Province to employees whose own actions result in cancellation of the Card.
17. The Cardholder acknowledges that the Province may implement limits and blocking functions on the Card, at any time and at the sole discretion of the Province, including without limitation blocking purchases by merchant category code, limiting purchases to specific merchant category codes, limiting individual, daily or monthly transaction amounts and limiting transactions to specific vendors. Such measures may be implemented on a case by case basis, and need not be uniform among Cardholders.
18. Despite any other provision of this Agreement, the Cardholder acknowledges and agrees that if the Province pays on behalf of the Cardholder any amount owing to the Bank by the Cardholder, other than the amount of a Reimbursable Charge that has not been reimbursed to the Cardholder or any amount described in paragraph 13 of this Agreement, the Cardholder is liable to the Province for that amount, and such amount will constitute a debt owing by the Cardholder to the Province.
19. For the purposes of the *Freedom of Information and Protection of Privacy Act*, the Cardholder consents to:
 - (a) the Province and the Bank exchanging personal information relating to the Cardholder’s use of the Card, between one another, with other financial institutions, or with any merchant or supplier processing a Card transaction;
 - (b) the Province and the Bank disclosing to MasterCard Worldwide or other financial institutions, whether inside or outside of Canada, for the purposes of those institutions, personal information relating to the Cardholder’s use of the Card; and
 - (c) the Bank or other financial institutions storing, outside of Canada, personal information relating to the Cardholder’s use of the Card.

Cessation of Card Use

20. The Cardholder will immediately cease using the Card upon instruction from his or her supervisor or manager or the Travel Card Coordinator.
21. Upon instruction from the Cardholder’s supervisor or manager or the Travel Card Coordinator, the Cardholder will immediately deliver the Card to his or her supervisor, or the Travel Card Coordinator, as instructed.

Assignment

22. The Cardholder will not assign or transfer the Card or this Agreement or any rights or obligations under this Agreement.

Non-waiver

23. The written waiver by a party of any breach of any provision of this Agreement by the other party will not be deemed a waiver of such provision or of any subsequent breach of the same or any other provision of this Agreement.
24. No amendment of this Agreement and no waiver of any breach of this Agreement is effective unless it is in writing and signed by both parties to this Agreement.

Miscellaneous

25. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
26. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope of any provision of this Agreement.

Entire Agreement

27. This Agreement constitutes the entire agreement between the Province and the Cardholder regarding possession and use of the Card.