

APPENDIX 1

THE MORAY COUNCIL PROCUREMENT CARD

TERMS OF USE (ISSUING BANK – Lloyds plc)

These “Terms of Use” are being issued to all holders of The Moray Council Procurement Card. You have been nominated as a Cardholder and the “Terms of Use” as set out below will apply to your use of the Card.

1. Signing the Card

You should sign the back of the Card as soon as you receive it. By signing the back of the card you accept these “Terms of Use”. If you do not agree to these “Terms of Use” you should return the Card to the Payments Section.

2. Use of the Procurement Card

2.1 The Card is issued to you for the purposes of assisting you in the purchase of goods and services, which are necessary to be procured in the course of your duties as an officer, employee or agent of Moray Council. You must follow the established procedures in the use of the Card and use the Card only for purchases, which are:

- (a) for the purposes of purchases made on behalf of Moray Council,
and
- (b) have been duly authorised or are within your authority to make.

The Card cannot be used for any other purpose. Any use of the Card for your private purposes is unauthorised and could result in disciplinary or even criminal proceedings.

2.2 You must use the Card only within the expenditure and usage limits as set out in your application form and adhere to the online card usage as stated in the Purchasing Card Guidelines.

2.3 You must not use the Card in a manner that is prohibited by law.

2.4 You must not use the Card before the commencement date or after the expiry date printed on the face of the Card.

2.5 In using the Card you must comply with such verification and security procedures as are from time to time notified to you by the Payments Section or Lloyds.

- 2.6 The Card may not in any circumstances be used to guarantee payment of any cheque to a third party or as evidence of identification to support the encashment of a cheque or to obtain cash.
- 2.7 You may be held responsible for and be required to pay for any transaction made using the Card that is in breach of or arises out of a breach of these Terms of Use.
- 2.8 Use of the Card as a form of payment does not affect the applicability of relevant procurement legislation.
- 2.9 Purchases made with the card must comply with the Council's Financial Regulations.
- 2.10 You must forward all receipts and/or invoices to Payments with the full financial codes (nominal, CC, MC) and your name clearly marked so Payments can reclaim the VAT.

3. Care of the Card and Security

- 3.1 You will be responsible for taking proper care of the Card and will not allow any other person possession of the Card, or to use the Card, or to use the information on the Card, for the purpose of purchasing goods or services.
- 3.2 You must notify Payments Section, if you become aware or suspect that the Card has been lost, stolen or damaged, or is being used by someone else, or if the information on the Card has been compromised.

4. Property

The Card is the property of Lloyds. Your right to use the Card may be cancelled, suspended or restricted at any time.

5. Miscellaneous

- 5.1 The Terms of Use and all matters arising out of the issue or use of the Card are subject to the Laws of Scotland.
- 5.2 These Terms of Use may be amended at any time by agreement between Moray Council and Lloyds.
- 5.3 The administration of the card is essential to the efficiency of the service and all users have an involvement in that process - be it as a cardholder, transaction logger, authoriser, or indeed all three. If at any stage a user fails to follow due process, a strike will be issued and a warning given. Three strikes will result in the cancellation of the card.

APPENDIX 2

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TERMS OF USE ACCEPTANCE

AUTHORISED LIMITS

Single Transaction Limit	
Monthly Limit	

Please complete:

Name of Cardholder	
Email address	
Location Address	
Default CC & MC	
Cardholders Signature	
Date	

Please return this form to Payments Section, Council Offices, High Street, Elgin, IV30 1BX, in a sealed envelope or by email to pcards@moray.gov.uk. Your card will not be dispatched until this signed form has been returned.