



## **12 Months' Notice Account**

### **KEY ACCOUNT FEATURES**



## Key Account Features

This document (“**Key Account Features**”) sets out the key features of the Bank and Clients Plc 12 Months’ Notice Deposit Account which you are applying for, or already hold. These Key Account Features contain the specific terms which apply to this type of account in addition to the General Terms, which you have been provided with. The Key Account Features should be read in conjunction with the General Terms, which contain more detailed information about the rights and obligations set out below. Together, the Key Account Features and the General Terms form the basis of Our Agreement relating to Your Account. Capitalised terms used but not otherwise defined in this document shall have the meaning given to them in the General Terms. In the case of any conflict between the General Terms and the product specific terms set out below, these provisions of the Key Account Features will take precedence.

<b>Name of Product</b>	12 Months’ Notice Deposit Account
<b>Term of Agreement</b>	Our Agreement carries no fixed term and will continue unless and until we or you decide to cancel or terminate it in accordance with the General Terms.
<b>Interest Rate</b>	Variable – Current interest rates can be found via our web-site on <a href="http://www.bankandclients.com">www.bankandclients.com</a> or by calling 0808 164 8040. We will calculate interest on the balance in your account on a daily basis. We may reduce our rates on two months’ notice by issuing a Variation Notice.
<b>Interest Payment Date</b>	Interest you earn on Your Account will be credited to Your Account once a year on or close to 15 April.
<b>Deposits</b>	You may make deposits into Your Account by cheque or bank transfer in accordance with the General Terms.
<b>Minimum opening and ongoing deposit</b>	£1,000. You must maintain a minimum balance of £1,000 at all times.
<b>Maximum opening deposit</b>	£1,000,000. If you hold more than one type of Account with B&C, the aggregate of your Accounts with B&C may not exceed £1,000,000.
<b>Tax Status</b>	Interest on deposits is currently paid at a gross rate of tax. You may be liable to pay tax depending on your personal circumstances.
<b>“Cooling Off” Period</b>	You have the right to cancel your account within 14 calendar days of opening it in accordance with the General Terms.
<b>Withdrawal or Closure Notice Period</b>	In order to make a withdrawal from Your Account you must provide us with 12 calendar months’ notice in writing.
<b>Joint Accounts</b>	You may hold Your Account in your own sole name or jointly with another person in accordance with the General Terms.



# Individual Account Opening

## APPLICATION FORM



## How to complete this form

- Please complete this form in BLOCK CAPITALS with a black ballpoint pen and return the completed application form to Bank and Clients, 3 Goldcroft, Yeovil, Somerset BA21 4DQ.
- Please ensure the details below match those on your identification documents.

## Section 1 - Account Details

Initial deposit amount

Please indicate the amount you would like to subscribe to: (please tick one box)

6 Month Notice Account  12 Month Notice Account

18 Month Fixed Term Account

**Please make cheque payable to Bank and Clients Re Applicant(s) name(s):**

Mailing Address: 3 Goldcroft, Yeovil, Somerset BA21 4DQ

Telephone: +44 (0)808 164 8040

## Section 2 - Details of Applicants

### Applicant 1

#### Personal Details

Title Mr  Mrs  Miss  Ms  Other  *Please specify*

Surname

Forenames

Previous Surname(s)<sup>1</sup>

Current Address

Postcode

Date of Birth

Nationality

Place of Birth

Country of Birth

Occupation

National Insurance Number<sup>2</sup>

<sup>1</sup> If applicable

<sup>2</sup> Your National Insurance Number can be found on your P60 or P45, or on a letter provided by HMRC



**Applicant 1**

**Contact Details**

		Preferred Daytime Contact	Alternative Daytime Contact
Home	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mobile	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Email address	<input type="text"/>		

**Applicant 1  
Tax Liabilities**

Are you a US citizen? YES  NO

If 'Yes' - Please provide your US Tax Identification number:

Are you a UK resident for tax purposes? YES  NO

If 'No' - Please provide below the country and relevant Tax Reference or Tax Identification number:

**Applicant 2**

**Personal Details**

Title Mr  Mrs  Miss  Ms  Other  Please specify

Surname

Forenames

Previous Surname(s)<sup>3</sup>

Current Address

Postcode

Date of Birth

Nationality

Place of Birth

Country of Birth

Occupation

National Insurance Number<sup>4</sup>

<sup>3</sup> If applicable

<sup>4</sup> Your National Insurance Number can be found on your P60 or P45, or on a letter provided by HMRC



**Applicant 2**

**Contact Details**

		Preferred Daytime Contact	Alternative Daytime Contact
Home	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mobile	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Email address	<input type="text"/>		

**Applicant 2  
Tax Liabilities**

Are you a US citizen? YES  NO

If 'Yes' - Please provide your US Tax Identification number:

Are you a UK resident for tax purposes? YES  NO

If 'No' - Please provide below the country and relevant Tax Reference or Tax Identification number:

**Applicant 1 and Applicant 2  
Source of Funds**

Please provide as much as details as possible for both Applicants:

**Preferred Method of Contact**

Post  Telephone  Email

**Section 3 - Interest Payment/Withdrawal/Closure Instructions**

Please pay accrued interest into *(please complete as appropriate)*

Bank and Client's Account  Nominated UK Bank Account

Bank and Clients PLC requires your Nominated UK Bank Account details for withdrawals, interest payments and/or closures.

Name(s) of Account Holder(s)

Account Number  Sort Code

Please provide a copy of a bank statement as evidence for your nominated bank account.



## Section 4 - Signing Details

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Any withdrawals or instructions relating to this account must be:

One Account Holder  Both Account Holders

## Section 5 - Use of information

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Bank and Clients PLC (“B&C”) would like to contact you by post, telephone or email to tell you about our other products and services.

Please tick the boxes if you do not wish to be communicated

B&C use your Personal Information:

- To verify your identity
- To prevent fraud and money laundering
- To manage your account(s)
- For management of arrears and debt collection
- For audit purposes, research and statistical analysis
- To identify other products and services which might be suitable for you (with your consent).

B&C may share your information with, and obtain information about you from credit reference agencies and fraud prevention agencies as outlined above. This may include details of any previous or subsequent names.

If false or inaccurate information is provided and fraud is identified, details may also be shared with fraud prevention agencies and this information may be accessed and used by law enforcement to prevent fraud and money laundering. For further details as to how your information held by fraud prevention agencies may be used please see below.

In addition to the above B&C will not ordinarily disclose information to other organisations except to help prevent fraud and money laundering; where B&C are required by law; permitted under the Data Protection Act; required by the Financial Services Compensation Scheme (and its verification solution provider); or in order to process your application. Where B&C pass on information, it will be looked after with the same level of care.

You declare that you are entitled to disclose information about all joint applicants and/or anyone else referred to by you and authorise B&C to search, link and/or record information at credit reference agencies about you and anyone else referred to by you.

For further information on how your information may be used by credit reference agencies, fraud prevention agencies, and ourselves, contact The Data Protection Officer, Bank and Clients Plc, 3 Goldcroft, Yeovil, Somerset BA21 4DQ.

You can obtain a copy of the information B&C hold about you (for a fee) by writing to the above address. You also have a right to have any inaccuracies deleted or corrected.



**Section 6 - Acknowledgment/Declaration**

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1. I/ We have read and agree to be bound by the account conditions, as set out in the Terms and Conditions.

2. I/We acknowledge receipt of the Information sheet and Exclusions list.

Applicant 1  
Signature:  Date 

D	D	M	M	Y	Y	Y	Y
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Applicant 2  
Signature:  Date 

D	D	M	M	Y	Y	Y	Y
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**Thank you for completing this application for a Bank and Clients Plc account.**





# INFORMATION SHEET AND EXCLUSIONS LIST



## Basic information about the protection of your eligible deposits

<b>Eligible deposits in Bank and Clients Plc are protected by:</b>	The Financial Services Compensation Scheme (“FSCS”). <i>(See Section 1)</i>
<b>Limit of protection:</b>	£85,000 per depositor per bank / building society / credit union. <i>(See Section 2)</i> The trading name of your bank is: Bank and Clients PLC
<b>If you have more eligible deposits at the same bank / building society / credit union:</b>	All your eligible deposits at the same bank / building society / credit union are “aggregated” and the total is subject to the limit of £85,000. <i>(See Section 2)</i>
<b>If you have a joint account with other person(s):</b>	The limit of £85,000 applies to each depositor separately.
<b>Reimbursement period in case of bank, building society or credit union’s failure</b>	20 working days <i>(See Section 4)</i>
<b>Currency of reimbursement</b>	Pound sterling (GBP, £) or branches of UK banks operating in other EEA Member States, for the currency of that State.
<b>To contact Bank and Clients PLC for enquiries relating to your account:</b>	Bank and Clients PLC 3 Goldcroft Yeovil Somerset BA21 4DQ Tel: 0808 164 8040
<b>To contact the FSCS for further information on compensation:</b>	Financial Services Compensation Scheme 10th Floor Beaufort House 15 St Botolph Street London EC3A 7QU Tel: 0800 678 1100 or 020 7741 4100 Email: <a href="mailto:ICT@fscs.org.uk">ICT@fscs.org.uk</a>
<b>More information:</b>	<a href="http://www.fscs.org.uk">http://www.fscs.org.uk</a>
<b>Acknowledgement of receipt by the depositor</b>	Signed



## **Additional information**

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### **Section 1 - Scheme responsible for the protection of your eligible deposit**

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Your eligible deposit is covered by a statutory Deposit Guarantee Scheme. If insolvency of your bank, building society or credit union should occur, your eligible deposits would be repaid up to £85,000 by the Deposit Guarantee Scheme.

### **Section 2 - General limit of protection**

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If a covered deposit is unavailable because a bank, building society or credit union is unable to meet its financial obligations, depositors are repaid by a Deposit Guarantee Scheme. This repayment covers at maximum £85,000 per bank, building society or credit union. This means that all eligible deposits at the same bank, building society or credit union are added up in order to determine the coverage level. If, for instance a depositor holds a savings account with £80,000 and a current account with £20,000, he or she will only be repaid £85,000.

In some cases eligible deposits which are categorised as “temporary high balances” are protected above £85,000 for six months after the amount has been credited or from the moment when such eligible deposits become legally transferable. These are eligible deposits connected with certain events including:

- (a) Certain transactions relating to the depositor’s current or prospective only or main residence or dwelling;
- (b) A death, or the depositor’s marriage or civil partnership, divorce, retirement, dismissal, redundancy or invalidity;
- (c) The payment to the depositor of insurance benefits or compensation for criminal injuries or wrongful conviction.

More information can be obtained under <http://www.fscs.org.uk>.

### **Section 3 - Limit of protection for joint accounts**

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In case of joint accounts, the limit of £85,000 applies to each depositor. However, eligible deposits in an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor for the purpose of calculating the limit of £85,000.

### **Section 4 - Reimbursement**

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The responsible Deposit Guarantee Scheme is the Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU, Tel: 0800 678 1100 or 020 7741 4100, Email: [ICT@fscs.org.uk](mailto:ICT@fscs.org.uk). It will repay your eligible deposits (up to £85,000) within 20 working days until 31 December 2018; within 15 working days from 1 January 2019 until 31 December 2020; within 10 working days from 1 January 2021 to 31 December 2023; and within 7 working days from 1 January 2024 onwards, save where specific exceptions apply.

Where the FSCS cannot make the repayable amount available within 7 working days, it will, from 1 June 2016 until 31 December 2023, ensure that you have access to an appropriate amount of your covered deposits to cover the cost of living (in the case of a depositor which is an individual) or to cover necessary business expenses (in the case of a depositor which is not an individual or a large company) within 5 working days of a request. Again, there are specific exceptions to this obligation.

In the case of a depositor which is a large company, where the FSCS cannot make the repayable amount available within 7 working days, it will, from 3 July 2015 until 1 December 2016, ensure that you have access to your covered deposits within fifteen working days of a request containing sufficient information to enable it to make a payment, save where specific exceptions apply.



If you have not been repaid within these deadlines, you should contact the Deposit Guarantee Scheme since the time to claim reimbursement may be barred after a certain time limit. Further information can be obtained under <http://www.fscs.org.uk>.

## Other important information

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In general, all retail depositors and businesses are covered by Deposit Guarantee Schemes. Exceptions for certain deposits are stated on the website of the responsible Deposit Guarantee Scheme. Your bank, building society or credit union will also inform you of any exclusions from protection which may apply. If deposits are eligible, the bank, building society or credit union shall also confirm this on the statement of account.

## Exclusions from protection

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A deposit is excluded from protection if:

The holder and any beneficial owner of the deposit have never been identified in accordance with money laundering requirements.

The deposit arises out of transactions in connection with which there has been a criminal conviction for money laundering.

It is a deposit made by a depositor which is one of the following:

- Credit institution
- Financial institution
- Investment firm
- Insurance undertaking
- Reinsurance undertaking
- Collective investment undertaking
- Pension or retirement fund<sup>1</sup>
- Public authority, other than a small local authority.

The following deposits, categories of deposits or other instruments are no longer protected from 3 July 2015:

- Deposits of a credit union to which the credit union itself is entitled
- Deposits which can only be proven by a financial instrument<sup>2</sup> unless it is a savings product which is evidenced by a certificate of deposit made out to a named person and which exists in a Member State on 2 July 2014)
- Deposits of a collective investment scheme which qualifies as a small company<sup>3</sup>
- Deposits of an overseas financial services institution which qualifies as a small company<sup>4</sup>
- Deposits of certain regulated firms (investment firms, insurance undertakings and reinsurance undertakings) which qualify as a small business or a small company<sup>5</sup> – Refer to the FSCS for further information on this category.

For further information about exclusions, refer to the FSCS website at <http://www.fscs.org.uk>.

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<sup>1</sup> Deposits by personal pension schemes, stakeholder pension schemes and occupational pension schemes of micro, small and medium sized enterprises are not excluded.

<sup>2</sup> Listed in Section C of Annex 1 of Directive 2014/65/EU

<sup>3</sup> Under the Companies Act 1985 or Companies Act 2006

<sup>4</sup> See footnote above

<sup>5</sup> See footnote above



# CONFIRMING YOUR IDENTITY AND RESIDENCY - INDIVIDUALS



## **Nominated Bank Account Confirmation**

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We will always require a nominated bank account for return of funds to be evidenced by a bank, building society or credit union statement or passbook containing current address issued within the last three months.

To confirm your identity and residency, we will require sight of one document from each of the two sections listed below:

### **Personal Identity Documents**

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- Valid signed passport
- Valid UK photo-card driving licence (full or provisional)
- National ID card (non-UK nationals only at present)
- Recent evidence of entitlement to a state or local authority funded benefit
- Valid firearms certificate
- Birth certificate (under 18 only)

### **Documentary Evidence of Address**

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- Utility bill issued within the last three months (but not bills printed from the internet or for mobile phones)
- Local authority council tax bill (valid for the current year)
- Valid UK driving licence (full or provisional - new photo-card licence only) if not used for evidence of name
- Instrument of a Court appointment (such as liquidator or grant of probate)

### **Under 18**

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One document will be required from each list above. However, if you are under 18 years of age and unable to supply a document listed under “Documentary Evidence of Address” you may provide an original or certified copy of the following:

- Birth certificate (unless used as proof of identity)
- National insurance card
- NHS medical card
- Child tax or child benefit documentation naming you at your current address
- Adoption certificates (if not used for evidence of name)
- Parents identity documents (as per list above)



## Format of Certification Required

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Copy documents need to be certified as follows:

- Name of the certifier
- Occupation of the person making the certification
- Business home address
- Contact telephone number
- Signature of the certifier

In the case of a passport, national identity card or documentary evidence of address for a non-UK national, the copy can be certified by an embassy, consulate or high commission of the country of issue or by a lawyer or attorney

## Acceptable Certifier of Original Documents

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You should not send by post originals of valuable identity documents such as passport, identity card, or driving licence. If you are not meeting with someone from Bank and Clients face-to-face, you may arrange for copies of valuable identity documents to be certified by the following:

- A bank or building society official
- Financial advisor
- Mortgage Broker
- Stockbroker
- Accountant
- Post office
- Barrister
- Commissioner of oaths
- Legal Secretary
- Justice of the peace
- Paralegal
- Councillor
- Dentist
- Optician
- Pharmacist
- Director/manager of a limited company or charity
- Local Government Officer
- Member of Parliament
- Minister of a recognised religion
- Officer of the armed services
- Police Officer
- Social Worker
- Surveyor
- Teacher/lecturer



# DEPOSIT ACCOUNT GENERAL TERMS AND CONDITIONS





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Bank and Clients Plc whose registered office is at 30 King Street, London EC2V 8EH is the provider of Your Account.

Bank and Clients Plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, and is entered on the Financial Services Register number 204459.

In this document, references to either gender include the other and references to the singular include the plural.

Your Account with us is governed by the Deposit Account General Terms and Conditions (“**the General Terms**”) set out in this document. In addition there are terms and conditions that apply to the specific type of savings account you have chosen. Those more specific terms and conditions are set out in the “**the Key Account Features**” document we provided to you. Together the General Terms and the Key Account Features constitute the legal agreement between us (“**Our Agreement**”). Where there is any conflict between the terms and conditions set out in this document and the Key Account Features then the Key Account Features take precedence.

## 1. Definitions

In these General Terms:

“**Business Day**” means any day except (a) a Saturday, Sunday, Good Friday or Christmas Day and (b) a bank holiday under the Banking and Financial Dealings Act 1971;

“**Fixed Term Account**” means a fixed term Bank and Clients Plc interest-bearing deposit account;

“**Interest Payment Date**” means the date(s) on which we pay interest to Your Account in accordance with the Key Account Features;

“**Tariff**” means our list of charges associated with our accounts;

“**Tax Year**” means a year beginning on 6 April and ending on 5 April in the following calendar year;

“**Variation Notice**” means a written notice from us to you, informing you of a change we propose to make to the charges applicable to Your Account or to the terms of Our Agreement;

“**we**”, “**us**”, “**our**” mean Bank and Clients Plc;

“**Your Account**” means the Bank and Clients Plc savings account which you have opened or, by agreeing to these terms, intend to open, and to which these General Terms relate.

## 2. Application of terms

These General Terms apply to all customer deposit accounts provided by Bank and Clients Plc (other than ISA products). As such, these General Terms may contain references to a product or account which you do not hold (or are not applying for) with Bank and Clients Plc. You should have regard only to those provisions of these General Terms which are applicable to Your Account. Only those provisions which are applicable to Your Account will form part of Our Agreement.



### 3. Cancellation rights

If you change your mind about opening Your Account, you have the right to cancel it within 14 days of it being opened (sometimes called the “cooling off” period). You can do this by telling us that you wish to cancel Your Account in writing to:

Bank & Clients Plc  
3 Goldcroft  
Yeovil  
Somerset  
BA21 4DQ

If you cancel Your Account, then we will return your money within 30 days. No fee will be charged if you cancel Your Account. For fraud prevention reasons, we will only return your money to a nominated account with a UK bank or building society held in your name.

If you choose not to cancel Your Account, it will remain open until such time as you request its closure and any notice period applicable to your specific type of account would then apply (as set out in the Key Account Features and see Condition 5 herein).

### 4. Charges

Standard charges in connection with Your Account are set out in our Tariff. You will have received a copy of the Tariff before you opened Your Account and can request a further copy from us at any time. We may make a reasonable charge for providing you with any non-standard service which you request in connection with Your Account. We will confirm the charge before we provide you with the service.

We have the right to vary these charges and introduce new charges for standard services. We will send a Variation Notice to advise you of any change in the level of charges or of any new charge at least two months before it takes effect. At the expiry of this period you will be deemed to have accepted the changes if you have not notified us of your disagreement. During the two month notice period you will be free to close Your Account without charge by giving us two weeks’ notice in writing.

We will only increase a service charge:

- a) If we reasonably need to make the change in order to manage our business prudently and/or reasonably profitably by responding to changes or expected changes in our administrative costs and charges for doing the work or providing the service concerned, or in other costs which are outside our control and/or external circumstances affecting our business;
- b) If we reasonably need to make the change in order to fund steps to maintain or improve our competitive position overall against other providers;
- c) If our costs have increased and we reasonably decide to take the increase into consideration;
- d) To reflect any change in the law or decision by an ombudsman, code of practice or regulatory guidance or change in the regulatory system governing us;
- e) To allow us to harmonise the service charges charged should we acquire the accounts of or take over or merge with another provider of accounts;
- f) If it is necessary for us to make changes to maintain our financial stability.

Any change we make for one or more of the reasons detailed above we will do so in a reasonable and proportionate manner.



## 5. Closure of the account

Other than a Fixed Term Account, where funds are not available to withdraw until the maturity of the fixed term, you are entitled to close the account at any time provided you comply with any applicable notice period on Your Account (see the Key Account Features for details of the notice period).

When you close Your Account we will pay interest calculated from the last Interest Payment Date (or account opening date, as applicable) pro rata to the date up to and including the day before Your Account is closed. We will pay all sums due on closure by transfer to your nominated account.

We can close Your Account if there are good commercial reasons for doing so. Where Your Account has a nil balance we may close it after giving you 30 days' written notice, otherwise we will give you at least two months' written notice.

## 6. Communicating with us

You can communicate with us by post at  
Bank and Clients Plc  
3 Goldcroft  
Yeovil  
Somerset  
BA21 4DQ,

By telephone on 0808 164 8040 or by e-mail to [deposits@bankandclients.com](mailto:deposits@bankandclients.com). Any written notices you send under the terms of these Deposit Account General Terms and Conditions should be sent by post or email to us at these addresses.

## 7. Death of account holder

On the death of an account holder the capital value of the account and accrued interest is payable to the deceased's personal representatives. On the death of a joint account holder, the capital value of the account and accrued interest will be payable to the survivor or the survivor may elect to have the account transferred into the survivor's name. In either circumstance Bank and Clients Plc must be presented with any appropriate documentation. If required by law, all interest accrued from the date of death may be liable to deduction of tax at the basic rate.

## 8. Deposits

Deposits can be made by cheque, cash or by bank transfer. All payments into Your Account must be in Sterling.

For accounts other than a Fixed Term Account (see the Key Account Features), once we receive a valid instruction for a payment in, it will be checked for completeness, authorisation and then processed in line with the timescales set out below. Instructions for payments into Your Account received after the cut off time shown will be deemed to have been received on the next working day.

If Your Account is a Fixed Term Account (see the Key Account Features) then the timescales set out below will only be applicable to your initial account opening deposit as you are not entitled to make further deposits into a Fixed Term Account once it has been opened. You are entitled, however, to hold more than one Fixed Term Account with us at the same time.



<b>Payments into Your Account</b>			
<b>Payment method</b>	<b>How payment can be made</b>	<b>Clearance times for funds to reach us from your bank</b>	<b>When funds are paid into Your Account and start to earn interest</b>
CHAPS/ Faster Payment	Via your clearing bank	4pm	On receipt of funds prior to 4pm
Cheque	By post or by visiting the office	6 business days after we deposit the cheque	Same day if received prior to 2pm. Interest is paid after 3 business days
Cash	By post or by visiting the office	4pm	Same day if received prior to 4pm – otherwise the next working day

## **9. Dormant accounts**

We will treat an account as inactive if you do not make any transactions, enquiries or changes to Your Account within any three year period (or, if Your Account is a Fixed Term Account, in the three years after maturity), and if correspondence or a statement is returned as undelivered. Interest will continue to be applied in accordance with the terms of the applicable product. To reactivate the account we would need to reobtain evidence of your identity and confirmation of your address. These measures are for security and to protect you and your funds.

## **10. Electronic verification**

We are required by law to verify the identity (including the addresses) of our customers. We may endeavour to verify your details from the documentation provided to us by making an additional electronic search. This search will not reveal or affect your credit history. If our search is unsuccessful we may reject your application pending further satisfactory verification.

We will also periodically undertake further electronic searches or ask you to provide additional information relating to your identity and residential address to ensure our records are kept up to date.

If you fail to supply evidence when requested we will be unable to open Your Account or may have to suspend transactions on your existing account(s).

## **11. Fraud**

We reserve the right to reverse or recall any transfers or payments which we have reasonable grounds for believing may be fraudulent or illegal. We may also terminate Your Account immediately if we have reasonable grounds for believing that Your Account may be operated negligently, illegally or fraudulently or we believe that the security of our systems used to provide the account may be compromised. We may close your existing account and open a new one in appropriate circumstances, for example where the security of Your Account has been compromised.

For fraud prevention reasons, withdrawals from Your Account may only be made to a nominated account with a UK bank or building society held in your name.



## **12. Incorrect or unauthorised transactions**

To help us to detect errors and fraud you must tell us immediately by calling 0808 164 8040 if you do not recognise any transactions or if you think that any payment you have authorised has been executed incorrectly.

If you have asked us to make a payment and it has not been made correctly or arrived at the right destination we will refund that payment to you or in the case of overpayment, refund the excess. However, we will not refund the payment if there was a mistake in the payment instruction you gave to us or if we can provide evidence that the payment did arrive at the correct destination but we will make reasonable efforts to recover funds if there was a mistake in the payment instruction you gave to us. We have the right to impose a reasonable charge, reflecting our costs, upon you in respect of any efforts by us to recover funds if there was a mistake in the payment instruction you gave to us.

Where we are responsible for an incorrect payment, we will restore Your Account to the state it would have been in had the incorrect payment not been made, including in respect of any charges or interest incurred by you as a result of our mistake.

We will also refund any unauthorised payment made if we are satisfied that this is correct and that you are not responsible.

You will be responsible for unauthorised transactions where you or anyone authorised by you has acted fraudulently, with intent or very carelessly (known as gross negligence). Where you are not responsible but an unauthorised transaction has taken place because you failed to keep Your Account details safe, you will be liable to us for up to £50 for any loss relating to that unauthorised transaction or series of connected unauthorised transactions.

You have 13 months from the date of the payment being made to query any entry by calling 0808 164 8040.

## **13. Interest payments & tax treatment**

From the tax year 2016-17, if Your Account is an interest-bearing account, interest will be paid on Your Account without any deduction for tax on the Interest Payment Date. However, depending on your circumstances, you may need to disclose this interest on your tax return. If you pay tax through PAYE, deductions for any tax you owe on interest may be deducted from your salary by your employer. We may disclose information about you directly to HM Revenue & Customs in order to assist them in calculating any tax which is due on your interest payments. HM Revenue & Customs may, in turn, disclose information about you to other tax authorities.

Interest can be added to the account, paid direct to nominated account with a UK bank or building society held in your name, or credited to another Bank and Clients Plc account. In the case of a trust account interest payments will be made to the nominated account for that trust. Interest applied to the account can be withdrawn at any time during the subsequent year without loss of interest, subject to the giving of seven days' notice. Interest is calculated on a daily basis and calculated on the day up to and including the day before withdrawal or closure, or until the actual date of transfer to another account with us.

## **14. Interest rates**

Unless your product is a non-interest bearing account (see the Key Account Features), Your Account will attract a variable interest rate on balances greater than £1. Current interest rates can be found via our web-site on [www.bankandclients.com](http://www.bankandclients.com) or by calling 0808 164 8040. We calculate interest on the balance in Your Account on a daily basis.



We may increase interest rates at any time. We may reduce a variable interest rate for any one or more of these reasons:

- a) Because there has been a reduction in the Bank of England Base Rate (or any rate that replaces it) or in interest rates generally offered by other providers of savings accounts with whom we compete;
- b) Because we need to reduce the interest rate charged on our mortgages to attract and retain business from borrowers;
- c) Because our administrative costs and charges have increased or we reasonably believe they are likely to do so;
- d) To allow us to harmonise the interest rates we pay should we acquire the accounts of or take over or merge with another provider;
- e) If it is necessary for us to make changes to maintain our financial stability.

Any change we make for one of more of the reasons detailed above, we will do so in a reasonable and proportionate manner.

We will write to advise you of a change in interest rate on Your Account. If the rate is reduced then we will give you at least two months' notice of the change in a Variation Notice. After the expiry of the two months period you will be deemed to have accepted the change. In the meantime, you will be free to close Your Account without charge by giving us two weeks' notice in writing.

## **15. Joint accounts**

Where a joint account is held, the terms and conditions of Your Account apply to all of you together and to each of you on your own. You will be treated as jointly entitled to any money held on Your Account. We may act on instructions given by any one of you, unless one of you has advised us not to, in which case we will only act upon the written instructions of all joint account holders. We may treat any authority to operate Your Account as revoked if we are aware of any dispute between the parties which may affect the account, or may require all future instructions to be in writing from all of you.

## **16. Overdraft**

None of the savings account products offered by us contain the right for you to have a negative or debit balance or overdraft on Your Account. You must not borrow money on Your Account.

## **17. Security**

You must advise us promptly of any change of name and correspondence address. Supporting evidence may be required. We will require written confirmation of any change to your nominated bank account, your tax status or your residence for tax purposes. Never give Your Account details or other security information to anyone unless you know who they are and why they need them. Take care when storing or disposing of information about Your Account.



## **18. Set-off**

If you owe us money on another product which you hold with Bank and Clients Plc, for example a mortgage, and you hold money in Your Account, we are entitled to use the money in Your Account to repay your debt. This right also extends to joint accounts or joint products you hold with us. We will contact you to inform you of the circumstances in which we are considering exercising our right to set-off. If we use this right we will inform you that we have done so. We will generally only use our right to set-off to make up your most recent missed payment on a product; however we may also take more than one missed payment if you have failed to respond to repeated attempts by us to make contact with you regarding your missed payments on a product.

We cannot use the right of set-off:

- a) Against money in Your Account which you have informed us does not belong to you;
- b) Against money in Your Account which we are required to hold for someone else;
- c) In a way which would contravene any law or regulation or industry standards; or
- d) Against any money in Your Account which we think you need to meet essential living expenses or certain important debts.

## **19. Statements**

On or shortly after the Interest Payment Date an Annual Statement of Account will be issued and forwarded to the account holder by post. We recommend that you read the transaction confirmations and periodic statements that are sent to you.

We will provide you with an additional Statement of Account upon request for the charges set out in our Tariff.

## **20. Tax**

If we believe that you may have tax obligations in other countries, we may disclose information about you directly to those tax authorities, to HM Revenue & Customs, or to any other relevant tax authorities, which may share information with the other tax authorities

## **21. Transfer of rights**

Your Account will be, and must remain, in your beneficial ownership (i.e. it must be owned by you) and must not be used as security to a third party although it may be used as a means for repaying a loan.

## **22. Varying Our Agreement**

Changes to Our Agreement (other than changes to terms relating to charges and interest rates, which are governed by Conditions 4 and 14 respectively) are governed by this condition.





We may vary Our Agreement where we reasonably consider that the change would not be to your disadvantage, or for one of the following reasons:

**22.1** To improve efficiency (which may include reducing costs), to take account of changes in technology and to reflect changes that we reasonably make in the way we look after Your Account or in the way we offer savings services and facilities to our customers generally;

**22.2** To reflect or anticipate any change in the law or decision by an Ombudsman, code of practice or change in the regulatory system governing us, or to meet the requirements of our regulator; and/or

**22.3** To make the terms and conditions easier to understand and to correct errors.

Any change we make for one or more of the reasons detailed in Conditions 22.1 to 22.3 will be made in a reasonable and proportionate manner.

We will send a Variation Notice to advise you of any amendment under this condition at least two months before it takes effect. At the expiry of this period you will be deemed to have accepted the changes if you have not notified us of your disagreement. During the two month notice period you will be free to close Your Account without charge by giving us two weeks' notice in writing.

### 23. Withdrawals

Notice of withdrawal of cleared funds may be given by telephone or email, subject to satisfactory security checks. Confirmation by way of signed instructions by letter or withdrawal form will be required in every case unless we hold a suitable indemnity. The signature must match that held on our account records.

For fraud prevention reasons, withdrawals may only be made to a nominated account with a UK bank or building society held in your name.

You are responsible for ensuring that we are kept informed of your correct and up to date details. If you fail to do this we will not be responsible if your payment into or withdrawal out of Your Account is not made, is delayed or is made incorrectly. Most instructions will be initiated as soon as you instruct us and will not be capable of being reversed or cancelled, unless you cancel your instructions at least one business day before the payment is due to be made.

Withdrawals which are permitted under the terms and conditions of Your Account will be made by a same day faster payment to a nominated account with a UK bank or building society held in your name at no extra charge. Once we have received a valid withdrawal instruction it will be checked for completeness and authorisation and processed in line with the timescales set out below. Withdrawal instructions received after the cut off times shown will be deemed to have been received the next working day.

<b>Withdrawals from Your Account</b>				
<b>Withdrawal method</b>	<b>How it can be initiated</b>	<b>Cut off time for instructing us</b>	<b>Time it takes to process a withdrawal</b>	<b>Time it takes to send you the money</b>
Chaps/Faster payment	Letter or signed withdrawal form	2pm on a business day	Same day subject to cut off time	We will send the payment to your bank the same day subject to cut off times



## 24. Other important information

If you have a complaint which you require to be investigated, you should set this out in writing to:

Bank and Clients Plc  
3 Goldcroft  
Yeovil  
Somerset  
BA21 4DQ,

Who will investigate and inform you of the internal complaints handling procedure. We have eight weeks to resolve your complaint.

If you are not satisfied with the manner in which the matter is addressed you can normally refer the complaint to the Financial Ombudsman Service within six months of receiving our final response. You can do this online at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk), by phone on 0800 023 4567 or in writing to:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

We are covered by the Financial Services Compensation Scheme (“FSCS”). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations, becomes insolvent or is unable or likely to become unable to pay its claims against it.

**On 30 January 2017 the Deposit Protection Limit changed to £85,000.00 in respect of all eligible depositors.**

In respect of deposits, an eligible depositor is entitled to claim up to £85,000. For joint accounts each account holder is treated as having a claim in respect of their share, so for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the combined amount in all the eligible depositor’s accounts with the same authorised bank, including their share of any joint account, and not to each separate account.

For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim) please call us on 01935 609 600, refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or call the FSCS on 0800 678 1100 or 0207 741 4100. Please note, only compensation related queries should be directed to the FSCS.

Bank and Clients Plc will use your information to service your product, improve the service that is delivered to you, assess financial risk, prevent and detect crime, and aid asset recovery. Further detail on this is set out below:

- a) Information about you may be used for the purposes of complying with the law, supporting law enforcement, controlling financial risk and meeting compliance obligations which are applicable to us. This may involve the disclosure of information to UK or overseas governmental or regulatory authorities or to any person we reasonably think necessary for these purposes (including fraud prevention and credit reference agencies).
- b) We may share information about you with persons acting on your behalf, beneficiaries, account nominees, payment recipients, other banks and institutions and systems providers involved in processing payments to and from Your Account as well as third parties who we use to provide services to you in relation to Your Account.



- c) Unless you have indicated otherwise, Bank and Clients Plc may use relevant information about you, your transactions and your relationship with us, for general business purposes and research, and to give you information about products and services and promotions which may interest you. You may be contacted for this purpose by telephone, post, email, mobile messaging services and other appropriate methods. If you are not happy for your information to be used in this way, you can tell us at any time and we will stop.
- d) Whether it is processed in the UK or overseas, your information will be protected by strict rules on secrecy and security. We will ensure that adequate procedures and safeguards are in place to protect your information at all times in accordance with UK laws.
- e) After Your Account is closed and we have stopped providing services to you, we will keep hold of relevant information on you for an appropriate period to allow us to deal with queries that may arise at a later time.
- f) You can request in writing a copy of the personal records we hold on you – we may charge for providing this information. We can also provide you with details of the fraud prevention and credit reference agencies that we use so that you can request from them copies of the information that they hold on you.

## **25. Governing law**

The operation of the account will be governed by English Law and the language we will use in our communications will be English. Any dispute which arises in relation to these terms and conditions shall be dealt with by any court in England and Wales which is able to hear the case.

**These terms and conditions take effect from 4<sup>th</sup> May 2016**



## TARIFF OF BANKING CHARGES

Name of fee	When is this fee payable	Amount
Payments into your account		
Credit in	Receipt of cheque, electronic transfer, direct debits	No charge
Cash in	Receipt of cash into your account – handling charge	1% per £100
Payments out of your account		
Cash out	Withdrawing cash from your account – handling charge	1% per £100
Electronic transfer	Same day electronic transfer of funds from your account	No charge
Draft fee (urgent of standard)	Organising the withdrawal of funds from your account by way of bankers draft	As advised
International payment	Funds sent electronically on your behalf to an account held outside the United Kingdom	As advised
International payment admin fee	Charged by Bank and Clients to cover the additional administration duties involved in making an international payment	£25.00
Payment out	Payment of funds from your account by cheque	No charge
Miscellaneous services		
Clearance of foreign cheques	Certain foreign currency cheques made payable to the account holder. The clearing banks charges will be deducted from the sterling value received	£10.00
Duplicate information	Copy documents other than statements. Charge per document	£10.00
Duplicate or additional statements	Issued at your request	£5.00
Statements	Issued annually with interest certificate	No charge
Stopped cheque	When you instruct us to cancel a cheque we have issued to you if it has been lost or stolen	£25.00
Unpaid cheques	Cheques issued by you or a third party which have to be re-presented or are returned unpaid	£30.00
Unpaid direct debits	Direct debits reclaimed by your bank due to insufficient funds	£30.00