



## **SME Euro Deposit Account - 30 Day Notice**

### **KEY ACCOUNT FEATURES**

## Key Account Features

This document (“**Key Account Features**”) sets out the key features of the Bank and Clients Plc **SME Euro Deposit Account - 30 Day Notice** 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 and Conditions, which you have been provided with. The Key Account Features should be read in conjunction with the General Terms and Conditions, which contain more detailed information about the rights and obligations set out below. Together, the Key Account Features and the General Terms and Conditions form the Terms and Conditions 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 and Conditions. In the case of any conflict between the General Terms and Conditions and the product specific terms set out below, these provisions of the Key Account Features will take precedence.

<b>Name of Product</b>	SME Euro Deposit Account - 30 Day Notice
<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 and Conditions
<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 vary our rates by providing notice in accordance with the applicable notice period.  Rate at launch is 0.20% (Actual/360 Day Count Convention)  AER (Actual/365 day equivalent) is 0.2028%
<b>Interest Payment Date</b>	Interest you earn on Your Account will be credited to Your Account on 30 June or on the next Business Day
<b>Deposits</b>	You may make deposits into Your Account by electronic transfer in accordance with the General Terms and Conditions
<b>Minimum Opening Deposit</b>	€50,000
<b>Maximum Balance</b>	€500,000
<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 applicable Terms and Conditions.
<b>Withdrawal or Closure Notice Period</b>	In order to make a withdrawal from Your Account you must provide us with 30 days’ notice in writing.
<b>Joint Accounts</b>	You may hold Your Account in your own sole name or jointly in accordance with the General Terms and Conditions.



## **SME Euro Deposits Account**

# **APPLICATION FORM FOR COMPANIES AND PARTNERSHIPS**

## How to complete this form

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- 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 - Checklist

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To help us process your application, please check the following, as an incomplete form will cause delays.

**All Applicants**, please check that you have:

- read the General Terms and Conditions and the Key Account Features relating to the account you are opening.
- included details of all the Authorised Signatories for the account in Section 5
- included all relevant documentation requested in the Identity and Residency Information sheet attached to this form
- included your five digit SIC Code. If you are still using the old four digit code please refer to Companies House website

**All Authorised Signatories**, please check that you have:

- signed and dated the Declaration in Section 6

**For Partnerships**, please check that you have:

- all other partners, who are not Authorised Signatories, have completed and signed Section 3
- you have included all relevant documentation requested in the identity and residency information sheet for individuals
- you have enclosed a letter from the Partnership's solicitor or accountant confirming the names of all partners (not applicable to Partnerships which are accountancy firms, solicitors firms or Financial Conduct Authority regulated firms)

The Partnership will need to supply two of the following with their application. The documents must contain the name of the Partnership and at least one must contain the Partnership address:

- an original bank statement (not more than three months old)
- original HM Revenue & Customs documentation (not more than 12 months old)
- the original or certified\* copy of the Partnership's VAT registration document (not more than 12 months old) in the name of the Partnership
- an original utility bill (not more than three months old)

**For Private Limited Companies with a single director and no company secretary**, please check that you have:

- signed and dated the Declaration in Section 6 in the presence of a witness who has also signed and dated the Declaration

\*All certified copies must be dated and signed 'original seen' in line with the enclosed identity and residency information sheet.



## Section 2 – Public/Private Limited Companies and Limited Liability Partnerships

1. Number of company directors/members
2. Company Registration Number
3. Company's/Partnership's Standard Industrial Classification (SIC) code? If you don't know this, a full list can be found on the Companies House website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

### About all major shareholders/members

Please give details and provide evidence of identity and residency of all:

- shareholders who own 25% or more of the shares (for Public and Private Limited Companies).
- members with an interest of 25% or more in the business (for Limited Liability Partnerships).
- anyone else who exercises control over the business, such as management control or board control

Full Name (including title)							
Date of Birth	D	D	M	M	Y	Y	Y
Home Address							
						Postcode	
Home Telephone (including STD code)						Nationality	

Full Name (including title)							
Date of Birth	D	D	M	M	Y	Y	Y
Home Address							
						Postcode	
Home Telephone (including STD code)						Nationality	

Full Name (including title)							
Date of Birth	D	D	M	M	Y	Y	Y
Home Address							
						Postcode	
Home Telephone (including STD code)						Nationality	

Full Name (including title)							
Date of Birth	D	D	M	M	Y	Y	Y
Home Address							
						Postcode	
Home Telephone (including STD code)						Nationality	

Full Name (including title)							
Date of Birth	D	D	M	M	Y	Y	Y
Home Address							
						Postcode	
Home Telephone (including STD code)						Nationality	

Please proceed to Section 4



### Section 3 – Partnership

**Not applicable to Limited Liability Partnerships, or partnerships which are accountancy firms, solicitors firms or Financial Conduct Authority regulated firms.**

**For all other Partnerships:** please give the names of all partners within the Partnership. Each partner must then sign and date below as confirmation that they agree with the declaration shown in Section 6. Please note, for all Partnership applications, we will also need a letter from the Partnership's solicitor or accountant confirming the names of all partners.

Identity and residency documents will be required for all parties.

If you need more space, please photocopy this page and attach it to the form.

Full Name (including title)	Signature I/We, the partner(s) named and signing below, hereby give my/our authority for those named within Section 5 as Authorised Signatories to operate this account on behalf of the Partnership. I/We confirm that the Authorised Signatories are those that have responsibility for the day-to-day management of the Partnership.	Date

### Section 4 – About your account (all business types)

1. What type of account do you wish to open?  30 Day Notice Account  90 Day Notice Account

2. How much do you wish to deposit as the opening balance of your account?

3. How will you be depositing the money?  ELECTRONIC TRANSFER

4. Please complete as appropriate the following Nominated Account for all payments?

Account Name	<input type="text"/>
IBAN Number	<input type="text"/>
Account Number	<input type="text"/>
Sort Code	<input type="text"/>
BIC Number	<input type="text"/>
Bank Name	<input type="text"/>



## Section 5 – Authorised Signatory(ies)

### Authorised Signatory(ies)

We confirm that Bank and Clients Plc is authorised to pay cheques and other instructions for payment signed on behalf of the applicant by any two authorised signatories.

<b>Authorised Signatory 1</b>							
Full Name (including title)							
Position (delete as appropriate) : Partner 1 / Director 1 / Member 1							
Date of Birth	D	D	M	M	Y	Y	Y
Home Address							
Postcode							
Nationality							

<b>Authorised Signatory 2</b>							
Full Name (including title)							
Position (delete as appropriate) : Partner 2 / Director 2 / Member 2 / Company Secretary or other authorised person							
Date of Birth	D	D	M	M	Y	Y	Y
Home Address							
Postcode							
Nationality							

<b>Authorised Signatory 3</b>							
Full Name (including title)							
Position (delete as appropriate) : Partner 3 / Director 3 / Member 3 / Company Secretary or other authorised person							
Date of Birth	D	D	M	M	Y	Y	Y
Home Address							
Postcode							
Nationality							

<b>Authorised Signatory 4</b>							
Full Name (including title)							
Position (delete as appropriate) : Partner 4 / Director 4 / Member 4 / Company Secretary or other authorised person							
Date of Birth	D	D	M	M	Y	Y	Y
Home Address							
Postcode							
Nationality							

## Section 6 – Declaration

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Before signing this Declaration:

- Please ensure that you have read the Checklist at the front of this form.
- Please note that the information you give will form the basis of your contract with Bank and Clients Plc.

### Using this information

The personal information you supply to us, as well as information we already hold, may be used in a number of ways, for example:

- To assess and process this and future applications.
  - 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).
- (a) We 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.
- (b) If false or inaccurate information is provided and fraud is identified, details will be shared with fraud prevention agencies and this information may be accessed and used by law enforcement to prevent fraud and money laundering.
- (c) In addition to the above we will not ordinarily disclose information to other organisations except to help prevent fraud and money laundering; where we 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 we pass on information, it will be looked after with the same level of care.
- (d) In order for us to offer you the best levels of service, we may like to provide you with information from time to time about products and services by post, fax, telephone, email or other electronic means. This may include other firms' products although we will not disclose your information to them. Please tick here if you do not wish to receive this information.

You declare that you are entitled to disclose information about all joint applicants and/or anyone else referred to by you and authorise us 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 we hold about you (for a fee) by writing to the above address. You also have a right to have any inaccuracies deleted or corrected.



**Authorised Signatory(ies) signature(s)**

**I/We the Authorised Signatory(ies) signing below and named in this application form declare and confirm that:**

- I/We have the authority to apply for this account on behalf of the account holder
- I/We have read the General Terms and Conditions and the relevant Key Account Features (together, the Terms and Conditions)
- I/We have read the section of this form headed **Using your information** and agree and authorise the use of information supplied by me/us in accordance with that section.
- the information supplied by me/us in this application form is true and correct.
- I/We acknowledge receipt of the FSCS Information and Exclusions Sheet
- I/We appoint and mandate you to open and operate the account on behalf of the account holder in accordance with the Terms and Conditions and in accordance with the information and instructions supplied by me/us in this application form, and I/we authorise you to act on instructions concerning the account which are signed by the Authorised Signatories.

**Please note we require the signature of all Authorised Signatories to make withdrawals, amendments or transfers on each occasion.**

<b>Authorised Signatory 1</b> Name _____ Date    /    /	<b>Authorised Signatory 2 (if applicable)</b> Name _____ Date    /    /
<b>Authorised Signatory 3 (if applicable)</b> Name _____ Date    /    /	<b>Authorised Signatory 4 (if applicable)</b> Name _____ Date    /    /

<b>Authorised Signatory and Witness (Private Limited Company with no company secretary)</b>	
Name _____	Date    /    /
In the presence of (Name of Witness): _____	
Address of Witness: _____	
Signature of Witness: _____	

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

## FSCS - INFORMATION AND EXCLUSIONS SHEET

### Basic information about the protection of your eligible deposits

Eligible deposits in Bank and Clients Plc are protected by:	The Financial Services Compensation Scheme (“FSCS”) <sup>1</sup>
Limit of protection:	As at February 2017, £85,000 per depositor per bank / building society / credit union <sup>2</sup>  The trading name of your bank is:  Bank and Clients Plc
If you have more eligible deposits at the same bank / building society / credit union:	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. <sup>3</sup>
If you have a joint account with other person(s):	The limit of £85,000 applies to each depositor separately. <sup>4</sup>
Reimbursement period in case of bank, building society or credit union’s failure	20 working days <sup>5</sup>
Currency of reimbursement	Pound sterling (GBP, £) or branches of UK banks operating in other EEA Member States, for the currency of that State.
To contact Bank and Clients Plc for enquiries relating to your account:	Bank and Clients Plc 3 Goldcroft Yeovil Somerset BA21 4DQ  Tel: 0808 164 8040
To contact the FSCS for further information on compensation:	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
More information:	<a href="http://www.fscs.org.uk">http://www.fscs.org.uk</a>
Acknowledgement of receipt by the depositor	Signed

## **Additional information**

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

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

### **2. General limit of protection**

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>

### **3. Limit of protection for joint accounts**

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.

### **4. Reimbursement**

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>.

## 5. Other important information

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.

## 6. Exclusions from protection

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
- public authority, other than a small local authority.

For further information about exclusions, refer to the FSCS website at [www.FSCS.org.uk](http://www.FSCS.org.uk)

1 Deposits by personal pension schemes, stakeholder pension schemes and occupational pension schemes of micro, small and medium sized enterprises are not excluded

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

3 Under the Companies Act 1985 or Companies Act 2006

4 See footnote above

5 See footnote above

**CONFIRMING IDENTITY AND RESIDENCY  
FOR INDIVIDUALS**

**2016/2017**

In order 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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- Bank, building society or credit union statement or passbook containing current address issued within the last three months (required for transfer of funds back to you)
- Valid signed passport
- Valid UK Photo-Card Driving Licence (full or provisional)
- Valid old style full UK Driving Licence
- 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 - old or new photo-card licence) 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 Plc 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



## SME Euro Deposits 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. The General Terms, the Key Account Features for Your Account and the Application Form and any supplementary information sheets constitute the legal terms and conditions between us (the “**Terms and Conditions**”). Where there is any conflict between the terms and conditions set out in the General Terms and the Key Account Features then the Key Account Features takes precedence.

## 1. Definitions

In these General Terms:

“**Business Day**” means a day on which banks are open for business in England and Wales and in Mainland Europe excluding Saturdays and Sundays;

“**Interest Payment Date**” means the date(s) on which we pay interest to Your Account being 30 June or, if 30 June is not a Business Day, the next Business Day after 30 June;

“**Nominated Account**” has the meaning given to it in Clause 4 below;

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

“**SME**” means a small or medium enterprise, which is a business employing fewer than 250 people and, either, having an annual turnover of less than €50 million or a balance sheet total of less than €43 million, which does not otherwise exceed these thresholds by being part of a larger group;

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

“**Transfer Fee**” means the fee of €20 per transaction which will be charged to Your Account in respect of each payment into and all payments out of Your Account;

“**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 and Conditions;

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

“**you**” means the individual (s) or business (whether incorporated as a company or existing as a partnership) in whose name Your Account is opened;

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



## 2. 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 in accordance with Clause 5 herein.

## 3. Charges

All Transfers into and out of Your Account will be subject to a Transfer Fee of €20.

All other 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 30 days before it takes effect. In such an event, you will be given a period of 30 days from the date of notification during which you can close Your Account without suffering any penalty. At the expiry of this period you will be deemed to have accepted the changes if you have not notified us of your disagreement.

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.

The charges set out in the Tariff will be converted into the currency of Your Account at the exchange rate determined by us on the date at which we apply the charge to Your Account. We will confirm the amount of the charge to you.

#### **4. Nominated Account**

You must maintain an account at a UK Bank in your name to receive payments from us (the “Nominated Account”). Evidence of the Nominated Account must be provided at the time of opening Your Account, to the satisfaction of Bank and Clients Plc.

#### **5. Closure of the account**

You are entitled to close Your Account at any time provided you comply with the applicable notice period on Your Account as set out in the Key Account Features for Your Account. Notice must be given in writing.

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 General Terms should be sent by post or email to us at these addresses.

#### **7. Communicating with you**

We will communicate with you via email at the addresses provided by you in your Application Form (or subsequently notified to us, if different), or by post to the address provided by you to us in your Application Form. You must keep us update if either of the email addresses you provide change at any time.



## 8. Deposits

Deposits can be made by electronic funds transfer only. All payments into Your Account must be in Euro. All payments into Your Account will be subject to the Transfer Fee of €20.

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.

<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>
Electronic Funds Transfer	Via your clearing bank	3pm	On receipt of funds prior to 3pm

## 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 and if correspondence or a statement is returned as undelivered. Interest will continue to be applied in accordance with the terms of the Your Account. 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 your Nominated Account.



## 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). In any other circumstances where an unauthorised transaction (or connected transactions) 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 transaction(s) if you are a personal customer or a company employing less than 10 people.

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

Interest will be paid on Your Account without any deduction for tax on the Interest Payment Date. Interest will be added to Your Account. Interest is calculated daily on an actual/360 basis and calculated on the day up to and including the day of withdrawal or closure.

## 14. Interest rates

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 by giving you written notice at least 30 days prior to the rate change. In such an event, you will be given a period of 30 days from the date of our notification during which you can close Your Account without suffering any penalty. If you do not close your account within this 30 day period, you will be deemed to have accepted the change to the interest rate. We will provide the notice to you in a Variation Notice by email to the two email addresses provided by you in your Application Form (or subsequently notified to us in writing, if different).

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.

## **15. Partnerships**

If your business is carried on through a partnership then:

- a) if there is any dispute between the partners, we may require all partners to authorise all transactions until all partners have agreed how Your Account is to be run, and have informed us of this;
- b) if any partner dies or ceases to be a partner in the partnership, unless we receive written notice to the contrary from any remaining partner, or the executors, legal personal representatives or trustees of the deceased (or retired) partner, we may treat any remaining partners as having full power to carry on your business and to deal with its assets as if there had been no change in to the partnership;
- c) the partners will notify us immediately in writing of any changes in the partnership, and the current partners will ensure that any incoming partners sign a confirmation of the existing authorities to us in such form as we may require;
- d) each partner is liable to us jointly and severally for the fulfilment of your obligations under these General Terms.

If you are a company, this clause does not form part of the Terms and Conditions.

## **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 or loan, 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 may also convert any money held in an account into the same currency as the currency in which we are owed money, at the exchange rate determined by us at the time we make the conversion. 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**

You have sole responsibility for complying with any applicable laws and regulations and the management of your tax affairs.

You confirm that you have been and are compliant with all tax declaration and reporting obligations relating to the funds held in Your Account and any income or gains they produce.

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 the Terms and Conditions

Changes to the Terms and Conditions (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 the Terms and Conditions 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 this Condition 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 60 days before it takes effect. You will be given a period of 60 days from the date of notification during which you can close Your Account without suffering any penalty. At the expiry of this period you will be deemed to have accepted the changes if you have not notified us of your disagreement.

## 23. Withdrawals

In order to make a withdrawal you must give notice to us in accordance with the notice period set out in the Key Account Features for Your Account. 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(s) must match that held on our account records. All payments out of Your Account will be subject to the Transfer Fee of €20 per transaction. Payments to you will be submitted for standard Electronic Funds Transfer at the end of the required notice period. Funds will be normally credited to your account one Business Day later.

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.

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.

Withdrawal method	How it can be initiated	Cut Off Time for giving us Notice of Withdrawal	Notice Period commencement
Electronic Funds Transfer	Letter or signed withdrawal form	12pm on a Business Day	The notice period will commence on the day of Notice of Withdrawal, provided received by the Cut Off Time



## 24. Third Party Rights

A person who is not a party to these General Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of, or enjoy any benefit under, these General Terms.

## 25. 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 may be eligible to refer the complaint to the UK 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

The UK Financial Ombudsman Service's website includes information setting out who is an eligible complainant.

We are covered by the UK's Financial Services Compensation Scheme ("FSCS"). The FSCS can pay compensation to eligible 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. The FSCS's rules set out who is an eligible depositor.

**From 30 January 2017 the Deposit Protection Limit will be £85,000.00 in respect of all eligible depositors.**

In respect of deposits, an eligible depositor is entitled to claim up to £85,000 or the equivalent in Euros, as calculated according to the FSCS's rules. The £85,000 limit relates to the combined amount in all the eligible depositor's accounts with the same authorised bank 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 0808 164 8040, 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.

## **26. Governing law**

The Terms and Conditions, including these General Terms, are governed by English law. The courts of England shall have jurisdiction over any disputes which arise.

**These General Terms take effect from January 2017**



# TARIFF OF DEPOSIT ACCOUNT CHARGES

2016/2017



## STERLING ACCOUNTS

### Payments into and from your account; Other Charges

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Name of fee	When is this fee payable	Amount of fee
Credit into account	Receipt of cheque, electronic transfer	No charge
Cash into account	Receipt of cash into your account – handling charge	1% per £100
Chaps payment from account	Same day electronic transfer of funds from your account for amounts over £100,000	£30
Faster payment from account	Same day electronic transfer of funds from your account for amounts over £100,000	No charge
Unpaid cheques	Cheques issued by you or a third party which have to be re-presented or are returned unpaid	£15
Unpaid direct debits	Direct debits reclaimed by your bank due to insufficient funds	£15

## EURO CURRENCY ACCOUNTS

### Payments into and from your account

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Name of fee	When is this fee payable	Amount of fee
Credit into account	Receipt of electronic transfer	€20
Payment from Account	Payment by electronic transfer	€20

## ALL ACCOUNTS

### Miscellaneous Services

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Name of fee	When is this fee payable	Amount of fee
Annual Statements	Issued annually with interest certificate	No charge
Duplicate information	For copy documents other than statements	£5/€6 per document request
Data Protection Act subject access request	Information as specified under Data Protection Act	£10