



## **90 Day Business Notice Account**

### **KEY ACCOUNT FEATURES**



## Key Account Features

This document (“**Key Account Features**”) sets out the key features of the Bank and Clients Plc 90 Day Business Notice 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 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 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 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>	90 Day Business Notice Account
<b>Availability</b>	Available to limited companies, partnerships, pension funds, trusts, registered charities and clubs
<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>	1.20%. 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 October.
<b>Estimated Balance after 1 year based on £50,000 investment</b>	£50,600
<b>Deposits</b>	You may make deposits into Your Account by cheque or bank transfer in accordance with the General Terms and Conditions.
<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
<b>Tax Status</b>	Interest on deposits is currently paid at a gross rate of tax.
<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 and Conditions.
<b>Withdrawal or Closure Notice Period</b>	In order to make a withdrawal from Your Account you must provide us with 90 days’ notice in writing.
<b>Annual Equivalent Rate (AER)</b>	1.20%



# **Companies, Partnerships & Sole Traders Deposit Account**

## **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 Plc, 30 King Street, London, EC2V 8EH.

- Please ensure the details below match those on your identification documents.

## Section 1 – Account Details

Type of Account

Business Saver

90 Day Business Notice

Initial Deposit Amount

£

Method of Payment

Cheque

FPS Transfer

CHAPS Transfer

Transfer from an existing Bank and Clients

B&C Account no

Account

Where would you like accrued interest to be paid to:

Add to B&C Account

Paid into a Nominated Bank Account

*Please give details below*

Name of Nominated Bank Account

Sort Code

Account Number

Bank/Building Society Address

Postcode

## Section 2 – Business Details

Form of Incorporation

Public Limited Company

Private Limited Company Notice

Limited Liability Partnership

Partnership

Sole Trader

Registered Name

Postcode

Registered Number

Contact Telephone Number

Telephone (incl. STD)

Ext.

Email Address



Business Trading Address and Contact

Telephone Number (if different from above)

All correspondence will be sent to this Address

Telephone (incl. STD)	Ext.
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Date of Incorporation

Professional Body and Registration  
Number (if applicable)

Business turnover for the last Financial  
Year

Balance Sheet Total for the last Financial  
Year

Number of Employees

Standard Industrial Classification (SIC)

Please refer to Companies House Website for full list

**For Sole Traders only**

Where is your tax residence?    United Kingdom only   

United Kingdom and another country   

An Individual Self-Certification Tax Declaration Form will be sent to you



### Section 3 – Owners and Controllers

Please provide details and proof of the identity and residence of all shareholders and/or directors/partners owning or controlling more than 25% of the company/partnership.

Any owners or controllers residing outside of the United Kingdom for tax purposes are required to complete the “Entity Self-Certification Tax Declaration Form”.

Please copy this page if you have more than four owners or controllers

Full Name (incl. Title)	
Position Held	
% Ownership/Control	
Date of Birth	
Address	
Postcode	
Telephone	Nationality
Type of Controlling Person (e.g. Settlor, Partner, Protector etc.)	
Where is your Tax Residency?    United Kingdom <input type="checkbox"/> United Kingdom and another country <input type="checkbox"/> Other Country <input type="checkbox"/>	
Details if applicable	

Full Name (incl. Title)	
Position Held	
% Ownership/Control	
Date of Birth	
Address	
Postcode	
Telephone	Nationality
Type of Controlling Person (e.g. Settlor, Partner, Protector etc.)	
Where is your Tax Residency?    United Kingdom <input type="checkbox"/> United Kingdom and another country <input type="checkbox"/> Other Country <input type="checkbox"/>	
Details if applicable	

Full Name (incl. Title)	
Position Held	
% Ownership/Control	
Date of Birth	
Address	
Postcode	
Telephone	Nationality
Type of Controlling Person (e.g. Settlor, Partner, Protector etc.)	
Where is your Tax Residency?    United Kingdom <input type="checkbox"/> United Kingdom and another country <input type="checkbox"/> Other Country <input type="checkbox"/>	
Details if applicable	

Full Name (incl. Title)	
Position Held	
% Ownership/Control	
Date of Birth	
Address	
Postcode	
Telephone	Nationality
Type of Controlling Person (e.g. Settlor, Partner, Protector etc.)	
Where is your Tax Residency?    United Kingdom <input type="checkbox"/> United Kingdom and another country <input type="checkbox"/> Other Country <input type="checkbox"/>	
Details if applicable	



## Section 4 – Authorised Signatories

We hereby authorise Bank and Clients Plc to receive instructions for payments on behalf of the Company/Partnership. Instructions will need to be signed by at least two Authorised Signatories.

Please copy this page if you have more than four Authorised Signatories

<b>Authorised Signatory 1</b>	
Full Name (incl. Title)	
Position Held	Date of Birth
Address	
Postcode	
Nationality	

<b>Authorised Signatory 2</b>	
Full Name (incl. Title)	
Position Held	Date of Birth
Address	
Postcode	
Nationality	

<b>Authorised Signatory 3</b>	
Full Name (incl. Title)	
Position Held	Date of Birth
Address	
Postcode	
Nationality	

<b>Authorised Signatory 4</b>	
Full Name (incl. Title)	
Position Held	Date of Birth
Address	
Postcode	
Nationality	



## Section 5 – Using your Information

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Your privacy is very important to us at Bank and Clients. We will treat your information in accordance with the Bank and Clients Privacy Notice and the Website Terms of Use. The Privacy Notice is an important document as it makes it easier for you to see the personal data that we hold about you, how we use it and how we protect it.

A copy of our privacy policy can be found on Bank and Clients website [www.bankandclients.com/security-privacy/](http://www.bankandclients.com/security-privacy/) or you can request copies of either or both from us at any time.





## Section 6 – Acknowledgement/Declaration

### Before signing this Declaration

- Please ensure that you have read the General Terms and Conditions.
- Please ensure that you have provided all information required to process your application. The checklist within this form will assist you with this.
- Please note that the information you provide will form the basis of your contract with Bank and Clients Plc.

### Authorised Signatories

**We the Authorised Signatories signing below and named in this Application Form declare and confirm that:**

- We have the authority to apply for this account on behalf of the account holder
- The information supplied by us in this application form is true and correct
- We acknowledge receipt of the FSCS Information, Exclusions Sheet, Privacy Notice and Website Terms of Use
- We appoint and mandate you to open and operate the account on behalf of the account holder in accordance with the General Terms and Conditions
- We authorise you to act on instructions concerning the account which are signed by the Authorised Signatories

**Please note we require signatures of at least two Authorised Signatories to make withdrawals, amendments or transfers on each occasion (other than in the case of a sole Director/Trader/Partner).**

**Please copy this page if you have more than four Authorised Signatories**

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

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

<b>Witness (if applicable)</b>	
Date    /    /	
In the presence of (Name of Witness):	
Address of Witness:	
Signature of Witness:	

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



## Checklist

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Please use this checklist to ensure that all required information and documentation has been provided. Incomplete applications may result in a delay in processing.

Please ensure that you have:

- Read the relevant General Terms and Conditions, Privacy Notice and Website Terms of Use
- Provided all relevant identity and residency documentation for all parties indicated mentioned in the Identity and Residency Information Sheet
- Included your cheque (where applicable)
- Read and completed the Entities Self-Certification Tax Declaration Form (Where Applicable)

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

- Signed and dated the Declaration in Section 6

**For Limited Companies**, please ensure you have:

- Enclosed a certified copy of the original Certificate of Incorporation
- Enclosed a certified copy of the Memorandum and/or Articles of Association

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

- Signed and dated the Declaration in Section 6 in the presence of a witness. Please note that the witness is required to fill out the relevant section for the Declaration to be valid.

**All Sole Traders**, please provide all relevant documentation requested in the Identity and Residency Information Sheet together with your application form and two documents from the list below. Both documents must include the full name of the Business, with at least one document stating the Business address.

- An original bank statement. (Dated within the last 3 months)
- An original HM Revenue & Customs document. (Dated within the last 12 months)
- Original or certified\* copy of the VAT registration document. (Dated within the last 12 months)
- An original utility bill. (Dated within the last 3 months)

**All Partnerships**, please ensure that:

- All partners who are **not** Authorised Signatories have completed and signed Section 3.
- You have provided all relevant documentation requested in the Identity and Residency Information Sheet.
- 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 (FCA) regulated firms.)

Please provide two documents from the list below. Both documents must include the full name of the Partnership, with at least one document stating the Partnership's address.

- An original bank statement. (Dated within the last 3 months)
- An original HM Revenue & Customs document. (Dated within the last 12 months)
- Original or certified\* copy of the Partnership's VAT registration document. (Dated within the last 12 months)
- An original utility bill. (Dated within the last 3 months)

\*All certified copies must be dated and signed as "original seen" in line with the enclosed Identity and Residency Information Sheet

**Mailing Address:** 30 King Street, London, EC2V 8EH **Telephone:** +44 (0)808 164 8040



# 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 30 King Street London EC2V 8EH 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:fasterpayoutenquiries@fscs.org.uk">fasterpayoutenquiries@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: [fasterpayoutenquiries@fscs.org.uk](mailto:fasterpayoutenquiries@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 | - Optician   |
| - Financial advisor                   | - Pharmacist                                       |
| - Mortgage Broker                     | - Director/manager of a limited company or charity |
| - Stockbroker                         | - Local Government Officer                         |
| - Accountant                          | - Member of Parliament                             |
| - Post office                         | - Minister of a recognised religion                |
| - Barrister                           | - Officer of the armed services                    |
| - Commissioner of oaths               | - Police Officer                                   |
| - Legal Secretary                     | - Social Worker                                    |
| - Justice of the peace                | - Surveyor   |
| - Paralegal                           | - Teacher/lecturer                                 |
| - Councillor                          |  |
| - Dentist                             |  |



# Tariff of Banking Charges

## Payments into your account

Name of fee	When is this fee payable	Amount
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

Name of fee	When is this fee payable	Amount
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

Name of fee	When is this fee payable	Amount
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



# **General Terms & Conditions**

## **Business Deposit Account**

**Effective from May 2018**



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## SECTION 1: OUR TERMS OF BUSINESS

### 1. ABOUT BANK AND CLIENTS

Bank and Clients Plc has its registered office at 30 King Street, London, EC2V 8EH and is the provider of the Account. These General Terms and Conditions apply to our business deposit accounts. Please read and retain a copy of these General Terms and Conditions as they contain binding arrangements between you and us and these terms will apply from the point in time at which you sign and return the Application Form to us.

### 2. REGULATION

Bank and Clients Plc is authorised and regulated by the Prudential Regulation Authority (PRA) and is also regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 204459.

### 3. DEPOSIT PROTECTION

- 3.1 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.**

- 3.2 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.
- 3.3 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.

### 4. COMMUNICATION

- 4.1 You can communicate with us:

4.1.1 By post at:

Bank and Clients Plc  
30 King Street  
London  
EC2V 8EH

4.1.2 By email at [deposits@bankandclients.com](mailto:deposits@bankandclients.com); or

4.1.3 By telephone on 0808 164 8040



4.2 We will contact you using the business address you have provided to us. You must ensure the contact details you have provided are accurate and must notify us of any changes.

## **5. COMPLAINTS**

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

Bank and Clients Plc  
30 King Street  
London  
EC2V 8EH

5.2 We will investigate and inform you of our internal complaints handling procedure. We will endeavour to resolve your complaint within eight weeks.

5.3 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

## **6. AGREEMENT BETWEEN YOU AND US**

6.1 Our agreement with you (“Agreement”) consists of:

- a. These General Terms and Conditions, which set out the way we provide banking services to you, our responsibilities to you and your use of the account that you have chosen;
- b. The Key Account Features document, which has been provided to you and which sets out the more specific General Terms and Conditions which apply to the specific type of account you have chosen;
- c. Your Application Form; and
- d. Any special conditions that we may from time to time inform you apply to the Account.

6.2 The Agreement is between you and us.

6.3 Certain terms and conditions apply to the specific type of account you have chosen and those more specific terms and conditions are set out in the “Key Account Features” document we provided to you together with your Application Form. As such, these General Terms and Conditions may contain references to a product or account which you do not hold (or are not applying for) with us.

6.4 You should have regard only to those provisions of these General Terms and Conditions which are applicable to the type of account you have chosen. Only those provisions which are applicable to the Account will form part of the agreement between us.

## **7. CHANGES TO GENERAL TERMS AND CONDITIONS**

7.1 We may be required to change the General Terms and Conditions that apply to the Account from time to time.



- 7.2 We may make changes to the General Terms and Conditions in the following circumstances:
- 7.2.1 if we are changing a service we offer or introducing a new service that requires a change to the General Terms and Conditions (for example, introducing a new charge);
  - 7.2.2 if we are changing the General Terms and Conditions to reflect a change in the law or decision by an ombudsman, code of practice or regulatory guidance or change in the regulatory system governing us;
  - 7.2.3 if we are withdrawing a service of a particular type of account; and
  - 7.2.4 if we need to make changes to take account of developments in technology or in the banking system generally.
- 7.3 Changes to the General Terms and Conditions may also include changes to any service charges that are applicable to the Account (explained in more detail in the Key Account Features).
- 7.4 Examples of when we may increase a service charge include the following circumstances:
- 7.4.1 if there are changes (or expected changes) in our costs that mean we have to change or introduce rates or charges;
  - 7.4.2 if we need to make the change in order to maintain or improve our competitive position overall against other providers;
  - 7.4.3 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;
  - 7.4.4 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;
  - 7.4.5 it is necessary for us to make changes to maintain our financial stability.
- 7.5 Any change we make for one or more of the reasons detailed above will be carried out in a reasonable and proportionate manner.
- 7.6 Where we are required to make changes to these General Terms and Conditions (including service charges) we will notify you of the proposed changes 2 months prior to the date on which they will take effect.
- 7.7 Please note that in some instances if you do not agree to any changes that we are required to make to these General Terms and Conditions it may not be possible for us to continue to operate the Account and/or offer certain services to you.
- 7.8 For specific provisions in respect of changes to interest rates payable on the Account, please see Section 2, Paragraphs 12.4 and 12.5 of these General Terms and Conditions.



## **8. CHARGES APPLICABLE TO THE ACCOUNT**

- 8.1 Standard charges in connection with the Account are set out in the Tariff. You will have received a copy of the Tariff before you opened the Account and you 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 the Account. We will confirm the charge before we provide you with the service.

## **9. USE OF THE ACCOUNT**

- 9.1 The Account is a deposit account for business purposes only.

## **10. CANCELLING THE ACCOUNT**

- 10.1 If you change your mind about opening the Account, you have the right to cancel it within 14 days of it being opened. This is the 'cooling off period' as specified in the Key Account Features. You can do this by telling us that you wish to cancel the Account in writing to Bank and Clients Plc, 30 King Street, London EC2V 8EH.
- 10.2 If you cancel the Account, then we will return your money within 30 days. No fee will be charged if you cancel the Account within the 14 day cooling off period. 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.
- 10.3 If you choose not to cancel the 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.

## **11. DATA PROTECTION**

- 11.1 Your privacy is very important to us at Bank and Clients. We will treat your information in accordance with the Bank and Clients Privacy Notice and the website Terms of Use. The Privacy Notice is an important document as it makes it easier for you to see the personal data that we hold about you, how we use it and how we protect it.
- 11.2 You will be provided with a copy of both the Privacy Notice and the Bank and Clients website Terms of Use but you can request copies of either or both from us at any time.

## **12. USE OF ENGLISH AND ENGLISH LAW TO APPLY**

- 12.1 These General Terms and Conditions are in English, all notices and communications with you will also be in English.
- 12.2 The Agreement is governed by the laws of England and Wales. Any dispute between you and us which may arise under the Agreement will be dealt with in the courts of England and Wales.
- 12.3 If you require additional copies of these General Terms and Conditions you can ask us at any time, please address your queries to Bank and Clients Plc, 30 King Street, London EC2V 8EH.

## **13. LIABILITY UNDER THIS AGREEMENT**

- 13.1 We are responsible if you suffer any loss because we have breached the terms of this Agreement. There are three exceptions to this rule:





- a) we will not be liable for losses or costs caused by abnormal and unforeseeable circumstances outside our reasonable control. These include delays or failures caused by industrial action (e.g., strikes), problems with another system or network, mechanical breakdown or data-processing failures;
  - b) we will not be liable for losses or costs where a regulatory requirement means we must breach the terms of this Agreement; and
  - c) we will not be liable for any loss of profit, opportunity, goodwill or business.
- 13.2 For the avoidance of doubt nothing in this agreement limits our liability for acting fraudulently or in a grossly negligent manner or otherwise excludes or limits our liability to the extent we are unable to exclude or limit it by law.

#### **14. GENERAL**

- 14.1 You cannot transfer any of your rights or duties under this Agreement to any other person or entity.
- 14.2 We may transfer our rights and duties under this Agreement to another company or entity. If that were to happen, this Agreement would then be between you and the company to which we transferred our rights and duties.
- 14.3 No person apart from you and us has any right to enforce any term of this Agreement. If we transfer our rights under this Agreement to another entity that entity will have the right to enforce the Agreement.
- 14.4 Each of the terms in the Agreement is separate from each other term so that if any one term turns out to be invalid or unenforceable it will not affect the remainder of the Agreement.
- 14.5 If we decide at any time not to enforce any of our rights under the Agreement, that inaction will not prevent us from enforcing those rights at any time in the future (subject to any time limits imposed by law or regulation).
- 14.6 We may contact each other by post, email, telephone, text or any other means agreed between us. Calls between us may be monitored for training and security purposes and may be used in the event of a dispute as to instructions you may give us in respect of the Account.



## **SECTION 2: ACCOUNT SPECIFIC TERMS AND CONDITIONS**

### **1. DEFINITIONS USED IN THIS AGREEMENT**

In this Agreement:

**“Account”** means any account that you hold with us as indicated in your Application Form and to which these General Terms and Conditions relate;

**“Authorised Person”** means someone you have requested and authorised to operate the Account and/or to have access to information related to the Account;

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

**“Tariff”** means the list of charges associated with our accounts as set out in the Key Account Features;

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

**“Working Day”** means any day except a Saturday, Sunday or English public holiday; and

**“You”** and **“your”** is a reference to the individual, individuals or legal entity (for example sole traders, company, partnership or trust), that sign the Application Form. If the Account is operated by more than one person or entity or has more than one account holder “you” and “your” refers to any one or both of you.

### **2. REQUIREMENTS FOR AN ACCOUNT**

- 2.1 There are a number of requirements you must meet before you can open a business account with us.
- 2.2 Your registered business address must be located within the UK (excluding Channel Islands and the Isle of Man).
- 2.3 You must meet any minimum deposit criteria application to the Account as stated in the Key Account Features
- 2.4 When you apply for an account, or subsequently, we will agree with you who will be an Authorised Person.

### **3. PARTNERSHIP ACCOUNTS**

- 3.1 If your business account with us is for the use of a partnership then all the partners will be liable (individually and together) for any money due to us.
- 3.2 Each set of Personal Security Details are personal to the individual partner and each partner must not let the other partner(s) use them.
- 3.3 We will send one statement to the business address you have provided to us unless you inform us in writing that you require more than one partner to receive a copy of each statement.
- 3.4 You must notify us immediately if there is any change in the constitution of the partnership.



- 3.5 Notice to close the Account, as outlined in Section 2 paragraph 13 below, can be given by any one partner within the partnership or by the executors, personal representatives or trustee of a deceased or outgoing partner unless you have notified us that all account holders must sign on the account.
- 3.6 If a partner ceases to be a member of the partnership, including as a result of death, we will treat the other partners as having full power to carry on the partnership business unless we receive written notice to the contrary. Notice can be given by any partner or by the executors, personal representatives or trustees of the outgoing or deceased partner.
- 3.7 If there is a dispute between the members of a partnership, the Account shall continue to operate in accordance with the operating instructions provided to us, until such time as we are notified differently. Your right to operate the Account is conditional upon us not receiving any notice of dispute between any of you. If one of you tells us of a dispute between you, we may treat this as notice of cancellation of the authority by all of you to operate the Account on your own, in which case:
- 3.7.1 any new instruction on the Account (including payment instructions for new standing orders or Direct Debits) will need the authority of all of you;
  - 3.7.2 We may suspend certain services on the Account; and
  - 3.7.3 You will remain liable to us individually and jointly for the Account.

#### **4. LIMITED LIABILITY PARTNERSHIP AND LIMITED COMPANY ACCOUNTS**

- 4.1 You will notify us immediately if there is any change, by way of resignation, removal, appointment or death, of:
- 4.1.1 the directors/members, company secretary (if any) or any other officers; or
  - 4.1.2 any authorised signatories on the Account.

#### **5. OPERATING THE ACCOUNT**

- 5.1 Set out below are the instructions and means by which you and we will operate the Account. When accessing the Account either to make withdrawals or deposits you should follow any instructions and adhere to any guidance as closely as possible.
- 5.2 If you are uncertain how to comply with any instruction or guidance please call us on 0808 164 8040 and we will be happy to assist you. These processes and instructions have been put in place by us to ensure that you have a safe and secure environment to conduct your banking in.

#### **6. KEEPING US INFORMED**

- 6.1 It is essential that you keep us informed if there are any changes to your situation, contact or business details or any other important changes that may be relevant, for example, if you change your company or trading name or registered address. This is so that we can manage your banking, protect the Account and communicate properly with you.
- 6.2 If you do not keep us informed of your correct and up to date details then we will not be responsible if any payment into or withdrawal out of the Account is not made, is delayed or is made incorrectly.



## 7. ACCOUNT SECURITY

### 7.1 Keeping the Account secure

7.1.1 We will do all that we reasonably can to keep the Account secure and to prevent any unauthorised access to the Account. You should also take steps to keep the Account secure, including:

- a) follow any instructions that we give to you, which we reasonably consider are necessary to protect the Account from unauthorised access;
- b) only allowing Authorised Persons to have access to the Account security details; and
- c) do all you reasonably can to prevent unauthorised persons from finding out the Account security details.

7.1.2 You should not:

- a) choose any obvious passwords or codes as part of the security details (e.g. your company name or number);
- b) write down the security details; or
- c) write down the security details in a recognisable way.

7.1.3 To ensure your security we will only act on instructions if we reasonably believe the instructions have come from you (directly or through an Authorised Person). We will be entitled to query any instructions received with regards to the Account at any time that we have any cause to suspect that the instruction has not been issued by you.

7.1.4 Only Authorised Persons should have access to security information for the purposes of accessing the Account and for giving us instructions. We will not be liable in circumstances where you have given or allowed an unauthorised person to obtain the Account security details.

### 7.2 What to do if you think security has been breached

7.2.1 If you have reason to suspect that any unauthorised person has obtained access to your security information or that an unauthorised transaction has been made from the Account you should inform us immediately on the following number 0808 164 8040. Once you have notified us, we will take immediate steps to suspend all activity associated with the Account.

7.2.2 If you dispute that you have carried out or authorised a transaction in relation to the Account we will investigate accordingly and will ask for your assistance in doing so. You must provide reasonable information and assistance as requested by us or any other authority investigating any misuse or alleged misuse of the Account. We may pass related information to other banks or companies involved in payment processing, or to the police or other authorities, in the UK or (if appropriate) outside the UK.

### 7.3 Suspending the Account

7.3.1 We can suspend the Account activity:

- (a) if we believe this is necessary for security reasons;



- (b) to prevent any suspected unauthorised or fraudulent use of the Account; or
- (c) if there is a significantly increased risk you will be unable to repay any money you owe on the Account.

7.3.2 If we suspend the Account activity we will notify you and inform you of the reasons why beforehand unless this would compromise our security or be unlawful.

## 8. DEPOSITS INTO THE ACCOUNT

- 8.1 You may deposit money into the Account by cheque, bank transfer or by cash deposit. All payments into the Account must be made in British Pounds Sterling.
- 8.2 Once a valid instruction for a deposit is received, we will check that it provides all the requisite details and then process it in accordance with the timescales set out below. If we receive an instruction to deposit money into the Account after 4pm (for CHAPS, Bank payments and faster payment) or 2pm (for cheque payments) then we will treat your instruction as if it had been received the following Working Day e.g. if we receive a cheque at 3pm on a Tuesday afternoon, we will treat it as having been received on Wednesday before 2pm..

Payments Into The Account			
Deposit Method	How A Deposit Can Be Made	Clearance Times	When Funds are Paid and Start to Earn Interest
CHAPS/Bank Payment/Faster Payment	Via your clearing bank	4pm	On receipt of funds prior to 4pm
Cheque	By post	6 Working Days after we deposit the cheque	Same day if received prior to 2pm. Interest will be paid after 3 Working Days

## 9. AUTHORITY TO ACT ON INSTRUCTIONS TO MAKE PAYMENTS AND WITHDRAWALS

9.1 Giving us instructions to make a payment or withdrawal

9.1.1 When you ask us to make a payment or withdrawal out of the Account, we will follow your instructions where possible. When you instruct us to make a payment or withdrawal, you must:

- a) have sufficient funds in the Account to cover the payment at the point that the payment is processed;
- b) provide us with the information we need e.g. the account number and sort code; and
- c) tell us whether to make the payment immediately or at a specific date in the future.

9.1.2 If it is an Authorised Person giving us instructions;

- (a) then we will deal with that person as if he or she were you for the purposes of the Agreement. The Authorised Person must comply with your obligations under the Agreement as if they were you; and



- (b) in the event that you have any right, claim or action against any Authorised Person arising from their use of the Account, you shall pursue such right, claim or action independently of and without recourse to us. You will fully indemnify and defend us against all claims, liability, damages, costs and expenses, including legal fees, arising out of a breach of the Agreement by any Authorised Person nominated by you or any unlawful use of the Account by the Authorised Person. This provision shall not apply to the extent that the Authorised Person's use of the Account is as a result of, or made possible by, us breaking the Agreement.
  - 9.1.3 Your instructions to make payment can be given in writing, in person at one of our branches or by any other means agreed to by us. Instructions to make a withdrawal must be either in writing or by a signed withdrawal slip.
  - 9.1.4 When you instruct us to make a payment or withdrawal you must first provide us with sufficient security information so that we can confirm it is you who is providing the instruction. For example, if you are giving instructions in person, we may require you to present a passport or other form of identification and if you are giving instructions by cheque or withdrawal slip, we will require a valid signature. If we reasonably believe the instructions have come from you, then we will act upon them.
  - 9.1.5 When we have confirmed or if we reasonably believe that you are providing the instruction we will make the payment or withdrawal requested.
  - 9.1.6 You must ensure that the payment or withdrawal instructions you provide to us are accurate and complete, otherwise we will be unable to act on them e.g. you must ensure you include the correct account number, sort code and recipient details. If we have acted correctly on a payment or withdrawal instruction but you have provided incorrect details we will not be liable to you for making the payment or withdrawal.
  - 9.1.7 Your consent is our authority to debit the Account with any amounts we have paid or charges you have incurred in connection with your instruction, even if the instruction has not been authorised by you.
  - 9.1.8 However, your liability for transactions carried out in connection with instructions you have not actually authorised will be limited in the manner described in the Agreement.
- 9.2 Making a withdrawal from the Account
- 9.2.1 Withdrawals from the Account can only be made into a UK nominated account held in your name.
  - 9.2.2 You may instruct us to make a withdrawal from the Account either in writing (i.e. by letter) or by sending us a signed withdrawal form. Once we have received your instruction, we will check that it provides all the requisite details and then process it in accordance with the timescales set out below.
  - 9.2.3 If we receive an instruction to make a withdrawal after 2pm on a Working Day (or at any time on a non-Working Day) then we will treat your instruction as if it had been received the following Working Day e.g. if we receive a written withdrawal instruction at 3pm on a Friday or on a Saturday, we will treat it as having been received on Monday before 2pm.

Withdrawals From The Account				
Withdrawal Method	How Can It Be Initiated?	Cut Off Times	Processing Time	Time Taken to Send Money to You
Chaps/Faster payment	Letter or signed withdrawal form	2pm on a Working Day	Same day subject to cut off time	We will send the payment to your bank the same day subject to cut off times

### 9.3 Making a payment from the Account to a third party

9.3.1 Payments from the Account can be made in a number of different ways and once we receive your valid payment instruction, payment will be made using one of the following means;

- a) to an Authorised Person in person;
- b) by cheque;
- c) by telephone – for example, if you wish to make a payment to another company by providing us with the payment details and amounts over the telephone;
- d) by direct debit - This is when you set up the ability for an organisation to make payments of potentially different amounts from time to time for as long as the direct debit is in place.
- e) by standing order - this is when you ask us to send a payment to someone each month for a set amount.

### 9.4 When we can decline a payment or withdrawal instruction

9.4.1 We reserve the right to decline a payment instruction or to suspend the Account activity if we reasonably consider it necessary, for example, because of the following circumstances:

- (a) if we believe this is necessary for security reasons;
- (b) to prevent any suspected unauthorised or fraudulent use of the Account;
- (c) if there is a significantly increased risk you will be unable to repay any money you owe on the Account;
- (d) we have reason to suspect that the transaction might be illegal or could be linked with unlawful, fraudulent, criminal or terrorist activity;
- (e) we reasonably suspect that the instruction was not given by you;
- (f) you are in breach of this Agreement;
- (g) the payment instruction is incomplete or unclear;
- (h) the instruction involves a transaction which would cause you to exceed any limit that we have set with respect to the Account; or
- (i) if acting on the instruction would cause us to breach any legal or regulatory duty that applies to us.



9.4.2 If we suspend the Account activity we will notify you and inform you of the reasons why beforehand unless this would compromise our security or be unlawful.

9.4.3 If we have declined to act on any instruction we will endeavour to explain the reason for the refusal within 1 Working Day unless this would compromise our security or be unlawful.

## 10. UNAUTHORISED AND INCORRECT PAYMENTS

### 10.1 Remedies for unauthorised payment

10.1.1 If you think a payment has been made from the Account that was not authorised then you should notify us as soon as possible, and in any event, no later than 13 months after the unauthorised payment was made.

10.1.2 If you notify us that a payment was not authorised by you, then unless we have reasonable ground to think you are not entitled to an immediate refund, we will refund the Account to the position it would have been in had the unauthorised payment not been made. This will usually mean refunding into the Account;

- (a) the amount of the unauthorised payment;
- (b) any fees and/or interest charged in connection with the unauthorised payment; and
- (c) any interest you would have accrued on the amount of the unauthorised payment.

10.1.3 If we have reasonable grounds to believe that you are not entitled to an immediate refund then we reserve the right to undertake an investigation before we refund any sums to the Account. We will complete this investigation as quickly as possible.

10.1.4 There are two grounds under which you may not be entitled to a refund:

- a) where you have acted fraudulently;
- b) where you have acted deliberately or negligently by;
  - i. failing to keep the Account security details secure; or
  - ii. failing to inform us as soon as you became aware that your security details had been lost, stolen or could be being misused.

10.1.5 If an unauthorised payment has taken place and you are not responsible but the transaction has occurred because you have failed to keep the Account details safe and secure, you will be liable for up to £50 of any loss relating to that unauthorised transaction or any series of unauthorised transactions.

### 10.2 Remedies for incorrect payment

10.2.1 If you notify us that a payment has not been made correctly or has not arrived at the correct destination, we will:

- (a) refund the Account to the position it would have been in had the incorrect payment not been made. This will usually mean funding the incorrect sum or, in the case of





overpayment, refunding the excess, as well as any fees and interest you may have lost; and

- (b) if requested, make reasonable efforts to trace and recover the incorrect payment.

10.2.2 We will not refund the Account if:

- (a) you fail to notify us of the incorrect payment without undue delay and in any event within 13 months of the date on which the transaction occurred or ought to have occurred;
- (b) you have provided us with incorrect payment instructions; or
- (c) we can show that the payment arrived at another bank, in which case, that bank may be liable.

10.2.3 We will make reasonable efforts to recover the funds if there was a mistake in the payment instruction you provided to us, however, we reserve the right to recover reasonable charges from you in respect of any efforts to recover the funds. We will notify you of the proposed charge before we make attempts to recover the funds.

## 11. OVERDRAFTS

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

## 12. INTEREST & FEES

12.1 Not all our accounts are interest bearing accounts. Your Key Account Features document sets out whether the Account is interest bearing and the relevant rate of interest. If the Account is an interest bearing account, interest will be paid on the Account without any deduction for tax on the date specified in your Key Account Features. You will be responsible for any tax payable.

12.2 From the tax year 2016-17 (meaning the year beginning on 6 April 2016 and ending on 5 April 2017), if the Account is an interest-bearing account, interest will be paid on the 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. 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.

12.3 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 paid 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**.

12.4 Unless the Key Account Features state otherwise, we may increase interest rates at any time.

12.5 We may reduce interest rates for any of the following reasons:



- 12.5.1 because of a reduction in the Bank of England Base Rate (or any rate that replaces it) or a reduction in interest rates generally offered by other providers of savings accounts with whom we compete;
  - 12.5.2 because of a requirement to reduce the interest rate charged on our mortgages to attract and retain business from borrowers;
  - 12.5.3 because our administrative costs and charges have increased or we reasonably believe they are likely to do so;
  - 12.5.4 to allow us to harmonise the interest rates we pay should we acquire the accounts of or takeover or merge with another provider; or
  - 12.5.5 because of a need to make changes to maintain our financial stability.
- 12.6 If we make any change for one or more of the reasons detailed above, we will do so in a reasonable and proportionate manner.
- 12.7 We will write to you to notify you of any change in interest rate on the Account. If the interest rate is reduced we will give you at least 2 months' written notice of the change.

### **13. CLOSING THE ACCOUNT**

- 13.1 We may end the Agreement immediately or with less than 2 months' notice if reasonably believe that you have:
- a) acted abusively, offensively or violently towards our staff;
  - b) become bankrupt;
  - c) misused the Account;
  - d) acted dishonestly with us;
  - e) acted in any way that gives rise to reasonable suspicion of fraud or other criminal activities;
  - f) seriously or persistently broken any terms of the agreement;
  - g) put us in a position where we might break a law, regulation, code or other duty if we maintain the Account;
  - h) given us false information;
  - i) committed or attempted to commit fraud against us or someone else;
  - j) used the Account illegally or for criminal activity; or
  - k) inappropriately let someone else use the Account.
- 13.1.1 We can close the Account if it becomes apparent that you are using your personal account for business purposes. If this happens we will move you to a business account.
- 13.2 We can also close the Account if there are good commercial reasons for doing so. Where the Account has a nil balance, we may close the Account on 30 days' written notice, otherwise, we will



give you at least 2 months' written notice. In the event that we do close the Account in this manner will contact you to agree the process by which we will return your money to you. We will pay all sums due on closure by transfer to your nominated account, which must be a UK bank or building society account held in your name.

#### **14. STATEMENTS**

- 14.1 On or shortly after the date on which interest is paid on the Account, we will provide you with an annual statement of account. We recommend that you review the transaction confirmations and period statements that are sent to you.
- 14.2 We will provide you with an additional statement of account on request for any charges made on the Account.

#### **15. TRANSFER OF RIGHTS**

You may not hold the Account on trust for any other person or entity. It is for your benefit or that of the business only. It must not be used as security to a third party, but may be used as a means to repay a loan.

#### **16. DORMANT ACCOUNTS**

We will treat an Account as inactive if you do not make any transactions, enquiries or changes to the Account within any three year period (or, if the 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 re-obtain evidence of your identity and that of the business together with confirmation of the relevant addresses. These measures are for security and to protect you, the business and your funds.

#### **17. SET OFF**

- 17.1 If you owe money on another product which you hold with Bank and Clients Plc (for example, a mortgage) and you hold money in the Account, we are entitled to use the money in the Account to repay your debt. This right extends to any other product you hold with us.
- 17.2 We will contact you to inform you of the circumstances in which we are considering exercising our right to set-off.