

# Guide to Your Accounts Terms & Conditions

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Please read carefully and retain this copy



### About this Guide to Your Accounts

This *Guide to Your Accounts* sets out the general account terms and conditions which form part of the Agreement between you and C. Hoare & Co. (the “bank” or “we” or “us”) for all deposit-taking activities (current accounts (including currency accounts) and deposit accounts (including fixed term and notice accounts)). The Agreement also includes the following documents:

- *FSCS Customer Information Sheet & Exclusions List*
- *Product Summary boxes*
- *Tariffs & Cut-Off Times*
- *Fee Information Document(s)*
- *Debit Card Terms & Conditions* if you hold one of our debit cards
- *Currency Card Terms & Conditions* if you hold one of our personal currency cards
- *Business Card Terms & Conditions* if you hold one of our business cards
- *Business Currency Card Terms & Conditions* if you hold one of our business currency cards
- *Credit Card Terms & Conditions* if you hold one of our credit cards
- *Privacy Notice*, which explains how we collect, use, share and store your information
- *Mobile Banking Terms & Conditions* if you use our mobile banking application (our ‘App’).

We will provide you with these documents if they are applicable to you. If you require additional copies, please contact your relationship manager.

All communications will be in English.

## Glossary of terms

### Account provider and the bank

C. Hoare & Co. (the "bank" or "we" or "us") as the provider of your account(s).

### Maintaining the account

The account provider operates the account for use by the customer.

### Arranged overdraft

The account provider and the customer agree in advance that the customer may borrow money when there is no money left in the account. The agreement determines a maximum amount that can be borrowed, and whether fees and interest will be charged to the customer.

### Unarranged overdraft

The customer borrows money when there is no money left in the account (or when the customer has gone past their arranged overdraft limit) and this has not been agreed with the account provider in advance.

### Refusing a payment due to lack of funds

The account provider refuses a payment from the customer's account because there is not enough money in it (or it would take the customer past their arranged overdraft limit).

### Allowing a payment despite lack of funds

The account provider allows a payment to be made from the customer's account although there is not enough money in it (or it would take the customer past their arranged overdraft limit).

### Direct debit

The customer permits someone else (the recipient) to instruct the account provider to transfer money from the customer's account to the recipient. The account provider then transfers money to the recipient on a date or dates agreed by the customer and the recipient. The amount may vary.

### Standing order

The account provider makes regular transfers, on the instruction of the customer, of a fixed amount of money from the customer's account to another account.

### Sending money within the UK

The account provider transfers money, on the instruction of the customer, from the customer's account to another account in the UK.

### Sending money outside the UK

The account provider transfers money, on the instruction of the customer, from the customer's account to another account outside the UK.

### Receiving money from outside the UK

Money is sent to the customer's account from an account outside the UK.

### Cash withdrawal in pounds in the UK

The customer takes cash out of the customer's account in pounds at a cash machine or bank in the UK.

### Cash withdrawal in foreign currency outside the UK

The customer takes cash out of the customer's account in foreign currency at a cash machine or, where available, at a bank outside the UK.

### Debit card payment in pounds

The customer uses their debit card to make a payment in pounds. This can be in a shop, online or over the telephone.

### Debit card payment in a foreign currency

The customer uses their debit card to make a payment in foreign currency. This can be in a shop, online or over the telephone.

### Cancelling a cheque

The customer asks the account provider to cancel a cheque that the customer has written.

### Working day

Any day, other than a Saturday, Sunday, or public holiday in England and Wales.

### Business day

Any day on which the bank is open for business as required for the execution of a payment transaction.

### Third Party Provider (TPP)

An entity other than us (i) to which you have granted consent to access your Account and/or which you have authorised to make payments from your Account on your behalf; and (ii) which is authorised by the Financial Conduct Authority, or an equivalent regulator if they are based in the EEA, as an Account Information Service Provider or a Payment Initiation Service Provider.

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## 1 Service overview

Your Product Summary boxes will explain some of your account types and their main features, including any minimum and maximum account balances and any age restrictions which apply.

### 1.1 Current and currency accounts

Current accounts are used for sending and receiving money. We also have a range of currency accounts, including accounts in euros and US dollars.

These account types may also feature arranged and unarranged overdrafts. There may be a fee and we will charge overdraft interest for using this service. These fees are shown in our *Tariffs & Cut-Off Times* or will be notified to you before we agree an overdraft with you.

### 1.2 Deposit accounts

We have a number of different deposit accounts which we explain below.

#### **Instant access**

A deposit account where there is no penalty charge or loss of interest for making withdrawals. Interest is paid on all credit amounts in the account and there are no minimum or maximum amounts that can be deposited in these accounts.

#### **Notice**

A deposit account where the account holder is required to give 35 or 95 calendar days' notice before making a withdrawal. There are minimum and maximum amounts that can be deposited in these accounts. Age restrictions may apply to our Notice accounts.

#### **Fixed term**

A deposit account with a fixed and pre-agreed start and end date in which withdrawals during the term are not allowed. There are minimum amounts that can be deposited in these accounts. Age restrictions may apply to our fixed term accounts.

#### **Children's savings accounts**

A deposit account used by parents, guardians and grandparents to deposit savings for children.

### 1.3 Transfers and payments

You can send money to accounts at other financial institutions in the UK, or to other customers at the bank, using electronic services such as Faster Payments, the Clearing House Automated Payments System (CHAPS), or internal transfers to other accounts with the bank.

You can also send money to accounts at other financial institutions around the world.

The online banking site can be accessed via the bank's website ([www.hoaresbank.co.uk](http://www.hoaresbank.co.uk)). You can use the online banking service for:

- transferring money between your accounts, sending money within the UK and sending money outside the UK
- viewing, creating, amending and cancelling standing orders
- viewing and cancelling direct debits
- viewing your account and credit card balances
- ordering cheque and paying-in books
- changing your contact details
- authorising and managing your consents with Third Party Payment Service Providers.

You may consent to certain types of regulated businesses accessing and collating information regarding your accounts with different providers or initiating payments to third parties from your account (without using your card details). We refer to these businesses as Third Party Payment Service Providers (TPPs). We explain more about TPPs in section 10.8 "Third Party Payment Service Providers".

## 1.4 Eligibility Criteria

C. Hoare & Co. is the UK's oldest privately-owned bank and prides itself on providing excellent relationship management to its customers. In order to be able to provide this level of service, the bank has eligibility criteria which we discuss with our customers when they join the bank. Please note that these eligibility criteria may change from time to time.

If you fail to satisfy our eligibility criteria, we may close your account. We will not close a fixed term account mid-term. We will give you notice of closure as required.

## 2 Current, currency and deposit accounts

### 2.1 Credit interest

We will provide you with written details of the credit interest rates applicable to your accounts at the time of opening. You can also access these online ([www.hoaresbank.co.uk](http://www.hoaresbank.co.uk)) or by contacting your relationship manager. The interest rate applicable to currency accounts will vary according to the currency.

In the case of our current accounts, credit interest can either be paid directly to the account or to another account selected by you.

In the case of deposit accounts, interest will be paid to your current account.

In the case of a fixed term deposit account, if at maturity the balance is rolled into a new fixed term deposit account with the bank, accrued interest may be included in the opening balance for the new fixed term account. If the fixed term deposit is not rolled into a new fixed term deposit on maturity, then any accrued interest will be paid into your current account.

Where applicable, interest is calculated on a daily basis and usually paid half-yearly on or around 31st March and 30th September.

The tax treatment or rate of interest payable depends on your individual circumstances and may be subject to change.

Interest is paid gross, which means we do not take off any income tax. This does not mean you have no tax to pay on the interest paid. It is your responsibility to pay any tax due. You should do this on your tax return if you make one.

Unless your account has a fixed interest rate, we may vary credit interest rates. We may vary the rate for one or more of the following reasons:

- to reflect changes in reference rates (such as the Bank of England base rate) or other relevant market rates, to reflect any changes or anticipated changes in the law, regulations or codes of practice, or to respond to a decision by a court, ombudsman or regulator
- to respond to changes in the costs of the money we lend to our customers, including our costs funding and the rates applying to our lending business
- to reflect changes to our costs for running our business and providing services and facilities, including administrative costs and costs for providing new or existing services or benefits to you, and costs for changes in technology and systems we use (such as developments in digital banking)
- to ensure our business is run effectively, efficiently and prudently, taking into account the market and economic climate, including circumstances which are likely to have a significant effect on the UK's financial system.

Our Agreement could last a long time, so we may need to make changes for other reasons we are unable to anticipate. In this event, we will only make changes where it is reasonable to pass on the impact to you, and we will tell you about the change and how it will affect you.

If we vary the interest rates payable on credit balances for any of the above reasons, you will be notified as follows:

- if we are increasing the rate, we will make the changes immediately, and notify you within 30 days of making the change.

- if we are reducing the rate, we will give you personal notice.
- On your current account or a currency account, at least two months in advance of making any changes. If you do not accept the change and you tell us within the two months' notice period, you can switch or end the Agreement and close your account, without charge. Otherwise, you will be treated as accepting the change on the day it takes effect.
- On your notice, deposit or any other account, in good time before we make any changes. If you do not accept the change, you can switch or end the Agreement and close your account in accordance with your account terms.

## 2.2 Financial Services Compensation Scheme

The bank is covered by the Financial Services Compensation Scheme (FSCS), the UK's Deposit Protection Scheme. Eligible deposits with the bank are protected by the FSCS up to the maximum level of cover provided by the FSCS. Any eligible deposits you hold above this are unlikely to be covered. The FSCS deposit limit relates to the combined amount held in all of an eligible depositor's accounts with the bank, and not to each separate account. In the case of joint accounts, the FSCS deposit limit applies to each eligible account holder. If a joint account is held by two eligible depositors, each depositor would have a claim up to the FSCS deposit limit. Additional information about the protection of your eligible deposits and about deposits which are not protected by the FSCS is contained within the *Information Sheet and Exclusion List*; this is provided upon the opening of your first account and is available on request. For further information about the compensation provided by the FSCS, please refer to the FSCS website at [www.FSCS.org.uk](http://www.FSCS.org.uk).

## 2.3 Statements

We will provide monthly current and currency account statements, and six-monthly deposit account statements (with the exception of fixed term deposits). Your statement will provide details of all payments into and out of your account. Electronic statements will be available through online banking for eligible customers. If you have opted into receiving electronic statements, we will notify you by email when your statement is available to view. You can also find information about your payments, interest and charges using online banking or our App. If requested we may issue statements more frequently or in duplicate, subject to a charge. Copies of previous statements can be provided. The cost of these services is outlined in the *Tariffs & Cut-Off Times* document. We will also provide a statement of fees for your current and currency account(s) on an annual basis.

Credit card, currency and corporate account statements are issued on a monthly basis if any transactions have taken place.

If you have questions concerning any entry on your statement, please contact us as soon as possible.

We may advise you about changes to our services or any relevant terms and conditions by placing messages on your statements.

Upon account closure, statements will be available from the bank on request.

## 2.4 Changing your mind

Should you change your mind about opening a current or a deposit account (with the exception of fixed term deposit accounts and notice accounts) you may close it, without charge or loss of interest, by writing to us at 37 Fleet Street, London EC4P 4DQ within 14 days of the first payment into the account. This right only applies to personal and trust accounts.

If you choose not to exercise this right, the Agreement between us will remain in force.

If you change your mind and exercise your right to cancel, you will be required to pay, without any undue delay, for those services already provided by the bank to you under any agreements in place between us. You will be required to pay back to the bank, within 30 days of exercising your right to cancel, any funds or other property you have received from us.

We will return to you any sums we have received from you, except for any sums that you are required to pay to us under any agreements in place.

## 2.5 General information on deposit accounts

All of our deposit accounts are only available to customers who have a current account with us, except for Children's Savings Accounts where the child's parent(s), guardian(s) or grandparent(s) must have a current account with us.

Our currency fixed term deposits are only available to customers who have a currency account with us in the same currency of the fixed term deposit.

Unless the interest rate is stated to be a fixed rate of interest, we have the right to change the interest rate payable on credit balances. How we do this is set out in section 2.1 "Credit interest" and 15.4 "Changes to terms & conditions".

## 2.6 Notice accounts

The availability of these accounts is limited to one per customer. Notice accounts are not suitable for solicitors' client money. The accounts are subject to availability. At our discretion, the offerings may be closed to new or additional applications. The account must be in the same name as your existing C. Hoare & Co. current account.

There may be restrictions on the minimum and maximum cleared balance allowed on each notice account and on the making of additional deposits. Please see the Product Summary box for more details. If additional deposits can be made, these can only be made with our prior agreement.

Withdrawals require a minimum period of notice depending on the duration of the notice account and minimum withdrawal amounts may apply as set out in the Product Summary box.

Notice must be provided on a working day and if it is received before 5pm, the date of receipt will count as the first day of the notice period. Otherwise, the next working day will be the first day of receipt.

You may provide us with notice in writing or by telephone or, at our complete discretion, by email, and you must specify the amount you wish to withdraw. Where the date of repayment falls on a non-working day, your current account will be credited on the next working day. Withdrawals from the account may only be made by transfer to a current account.

There is no maximum number of withdrawals that can be made. However, when making a withdrawal you must ensure that you retain the minimum balance on the account, unless you wish to withdraw the entire balance and close the account.

## 2.7 Fixed term deposits

Interest is calculated daily and paid at the end of the agreed term. Fixed deposit rates are set daily. Interest rates remain fixed for the agreed term. We will provide you with written details of the interest rates that will apply to these accounts at account opening as well as at any other time upon request. A fee will be charged if we allow the fixed deposit to be broken before maturity. Details are set out in the account Product Summary box.

Additional deposits or withdrawals are not allowed during the term of the deposit.

Please contact us to discuss the options available to you when the fixed term deposit matures; these include rolling the sum over into a fixed deposit of the same term, transferring the funds to a current account or opening a new fixed deposit of a different term. Otherwise, an explanation of what happens to your account on maturity can be found in the Product Summary box for your account.

For certain accounts, where we have agreed different terms with you, you may not be able to roll the sum over into a fixed term deposit and instead it will be paid into your current account. We will tell you at account opening or at the time of maturity if this applies.

You must notify us of your instructions at least one working day before the fixed term deposit matures. The deposit cannot be broken except in extraordinary circumstances. Extraordinary circumstances include bank error, bankruptcy, receipt of a court order or death of the last surviving account holder.

There may be restrictions on the minimum and maximum cleared balance allowed on each fixed term account. These can be provided to you at any time.

There are a range of fixed deposit periods available on request.

## 2.8 Overnight account

Cleared funds, subject to a minimum balance, may be placed on overnight deposit. The Product Summary box will set out the details of the account. Rates are quoted on application and set daily. The deposit plus accrued interest is repaid on the morning of the next working day to your current account. Additions and withdrawals are permitted if notification is received before 4.30pm on a working day. Interest is paid on a daily basis and on closure of the account.

## 2.9 Children's savings account

The account is only available until the child's 18th birthday. Interest is payable on qualifying balances until the child's 18th birthday. After the child's 18th birthday, interest will not be paid. We will get in touch about the options available in relation to the money in the account before the child reaches their 18th birthday.

## 3 Overdrafts & loans

An unarranged overdraft arises when the bank allows you to spend money that is not in your current account when you do not have an arranged overdraft in place, or when the limit on your arranged overdraft is not high enough to cover the spending. The bank is not obliged to approve such expenditure; the bank may decide to refuse a payment due to a lack of funds. We will send you a letter outlining the rate and terms that apply to that unarranged position at its first instance. An overdraft is a form of borrowing.

An arranged overdraft is an individually negotiated written agreement between you and the bank. The relevant arrangement allows you to borrow money up to a certain limit on your current account as the need arises. When we set up an arranged overdraft, we will enter into a formal agreement with you. We will also set out the terms and conditions that apply to that overdraft as per the offer letter and the relevant lending conditions as at the date of the letter.

Interest on loans, arranged overdrafts and unarranged overdrafts in pounds sterling are normally calculated as a margin above our base rate, the bank's managed variable rate, the Bank of England base rate, or calculated as a fixed rate. The bank's base rate and the bank's managed variable rate are available on our website ([www.hoaresbank.co.uk](http://www.hoaresbank.co.uk)) and can be supplied over the telephone.

Relevant interest and fees will be established at the time the facility is agreed and will be outlined in the offer document and the bank's Lending Conditions as at the date of the letter. You will receive personal written notification of any changes to interest rates or charges while the facility is in force.

Interest on foreign currency overdrafts is usually calculated as a margin above an alternative reference rate, which will be advised to you when the facility is made available, or on request.

## 4 Payment services

### 4.1 Cash

On presentation of a signed authority, cash can be withdrawn at either of our London branches, between the hours of 9am and 4pm on any working day. For a cash withdrawal in pounds in the UK or a cash withdrawal in foreign currency outside the UK, you can also use any ATM displaying the Visa logo. You can withdraw cash from an ATM in the UK and abroad using your debit, currency, business or credit card together with the necessary PIN.

We restrict the amount and number of withdrawals you are able to make from ATMs in any one day. Cash withdrawals will show on your account on the working day we receive details of the transaction. Once the transaction has been completed, you cannot cancel the request.

The charges for a cash withdrawal in pounds in the UK and a cash withdrawal in foreign currency outside the UK are outlined in the *Tariffs & Cut-off Times* document.

Cash can be deposited at our London branches by completing a credit slip and your account will be credited on the same day. If cash is paid in at another bank, it will be credited to your account and available for you to withdraw after we have received the funds from the other bank. The funds should generally be available to you within two working days.

The other bank may charge you for this service.

### 4.2 Transfers and payments

You can send money to accounts at other financial institutions in the UK, using various electronic services such as Faster Payments, the Clearing House Automated Payments System (CHAPS) or internal transfers to other accounts with the bank.

You can also send money to accounts at other financial institutions around the world.

The online banking site can be accessed via the bank's website ([www.hoaresbank.co.uk](http://www.hoaresbank.co.uk)). Alternatively, you can use our mobile banking application.

You may consent to certain types of regulated businesses accessing and collating information regarding your accounts with different providers or initiating payments to third parties from your account (without using your card details). We refer to these businesses as Third Party Payment Service Providers (TPPs). We explain more about TPPs in section 10.8 "Third Party Payment Service Providers".

### 4.3 Cards

We issue debit and credit cards in pounds sterling, as well as business and currency-deferred debit cards, enabling you to withdraw cash and make purchases. When you use an ATM to make a cash withdrawal or when purchasing an item face to face, a PIN or signature will be required.

If making a purchase by telephone or online, you may need to provide the three-digit Card Verification Value (CVV) from the reverse of the card to authorise the payment. You may also be asked to authenticate the transaction by entering a One-Time Passcode (OTP) which you can receive by a text message or an email. You must never share the OTP with anyone as this can be used to authorise a payment out of your account. We may also use behavioural biometric information to authenticate your transaction.

Visa is a guaranteed payment system, so you are not able to cancel a payment once it has been made unless the transaction breaches the Visa Operating Regulations. Please contact your relationship manager for further details. Where you use a card to make a cash withdrawal or to make a payment, we will take the relevant amount from your account on the same working day that we receive the details of that withdrawal or payment.

A Continuous Payment Authority (CPA), or recurring transaction, allows a third party to make claims on any of your cards.

We are not involved in setting up the authority, and will have no record of it, as it is an agreement between you and the third party. The Direct Debit Guarantee does not cover these transactions. To amend a CPA, you will need to contact the third party. If you wish to cancel a CPA, you can do this with us or with the third party. We recommend you do both. If you cancel with the third party, we recommend that you keep a copy of the cancellation notice.

Further information is contained in the terms and conditions for the relevant card.

### 4.4 Sending money within the UK

You can make a transfer between your own accounts or to another C. Hoare & Co. customer. You can also use the transfer service to make payments to your C. Hoare & Co. Visa account or individual cards. The accounts are debited and credited on the same business day. To cancel a transfer, you need to contact us before the funds have been credited to the beneficiary account. Please note that in



respect of the online banking service, you cannot usually cancel a transfer after you have authorised it. Please see section 8.1 "Reference exchange rate" for details of rates for cross currency transfers.

When sending money within the UK, you need to provide us with the name and account number of the beneficiary, the sort code of the beneficiary's bank, the payment date and any payment reference details.

Please refer to our *Tariffs & Cut-off Times* document for the times by which payment requests must be received by the bank. This is available at any time on request and will be provided to you in good time before you are bound by the Agreement.

If you are sending money in either pounds sterling or euros, funds should generally be credited to the beneficiary's bank on the same day that your account is debited, but in some cases the beneficiary's bank may not be able to credit the funds to the beneficiary's account until the following working day. Funds transferred by CHAPS will generally be received by the beneficiary on the same day as your account is debited.

Payments made using either CHAPS or Faster Payments cannot be reversed or cancelled after they have been made.

Paper-based instructions for payments in pounds sterling or euros (to an account in the UK) will generally reach the beneficiary's bank by the end of the second working day following receipt of your instruction, providing we have the full payment details.

If you instruct us to make a payment and we are notified by the "Current Account Switch Service" that the payee has moved their account, we will update the payee's details on your payment instruction. Please see section 14.2 "Current Account Switch Service" for details.

Further information regarding payment cut-off times, limits and charges are set out in the *Tariffs & Cut-Off Times* document.

#### 4.5 Receiving money from within the UK

All inward electronic payments from other banks will normally be credited to your account on the business day on which they are received by us.

#### 4.6 Sending money outside the UK

If you are sending money outside the UK to the European Economic Area (EEA) or Switzerland, you must provide the name and International Bank Account Number (IBAN) of the beneficiary. Sometimes you may be asked to provide the SWIFT Code, also known as the Bank Identifier Code (BIC), of the beneficiary's bank. We will also require the payment amount, the currency, the date on which you require the funds to be debited to your account and any payment reference details.

If you are sending money outside the UK in euros or pounds sterling to the EEA or Switzerland, the payment will generally reach the beneficiary's bank no later than the working day after we receive your payment order. Instructions on paper for such payments will generally reach the beneficiary's bank by the end of the second working day following receipt of your instructions, providing we have the full payment details including the IBAN.

For payments in other EEA currencies or Swiss Franc, to countries within the EEA and Switzerland, the payment will generally reach the beneficiary's bank no later than four working days after we have been provided with the full details required to remit your instruction.

When sending money outside the UK to a bank that is outside the EEA and Switzerland, you can ask us how long the payment is likely to take but we will not be able to control exactly when the payment will be received by the beneficiary.

All payment timescales are subject to compliance with necessary financial crime checks by all financial institutions in the payment processing chain.

To make a payment to a beneficiary outside the EEA, you must provide the BIC and IBAN where these are available (they are not mandatory), otherwise you must provide the name and account number of the beneficiary together with the name and address of

the beneficiary's bankers. Certain payments may require additional information such as the address of the beneficiary. We will tell you if this is the case when you make the instruction.

If you do not have an account denominated in a particular foreign currency, we will use the applicable reference exchange rate and your account in pounds sterling will be debited with this amount and any associated charges, unless you tell us otherwise. Please see section 8.1 "Reference exchange rate" for details. The foreign bank may deduct its own charges from the funds sent.

Should you wish to cancel an instruction when sending money outside the UK, please contact us using the quickest available method (this is usually by telephone). You must contact us before the cut-off time specified in our *Tariffs & Cut-off Times* document on the working day before the payment is due to be taken from your account, otherwise we may not be able to cancel the payment.

#### 4.7 Receiving money from outside the UK

When receiving money from outside the UK, funds will be credited to the account number specified in the payment request; where a foreign exchange conversion is required the reference exchange rate will be used. Please see section 8.1 "Reference exchange rate" for details. To ensure that funds are not converted inadvertently, please provide the remitting bank with the correct IBAN and correspondent bank details. This information is provided to you in writing when the account is opened or can be provided at any time on request.

Incoming payments from the EEA will normally be credited to your account on the working day they are received by us and will be available for your use immediately after we receive it if:

- the money involves only a currency conversion between pounds sterling, euros or another Member State currency; or
- the money is received in the same currency of your account (for example, US dollars into your US dollars account).

In all other cases we will tell you when the money will be available for you to use if you ask us. However, you will earn credit interest, where applicable, on the money on the working day we receive it even if we cannot make the money available for you to use when we receive it.

If the funds are to be converted to pounds sterling or another currency, the exchange rate will be the reference exchange rate applicable on the day the monies are received by us. Please see section 8.1 "Reference exchange rate" for details.

#### 4.8 Direct debits

When setting up a direct debit, you will be advised by the payee of the amount that is to be debited from your account and the frequency of the payment. Your account will be debited on the same day as the payee receives the funds. To cancel a direct debit payment, please advise us by no later than 4pm on the working day before the payment is due to be debited from your account.

To cancel a direct debit instruction, you can tell either us or the organisation claiming payment. We recommend that you do both. If you advise us that funds have been debited incorrectly, we will refund your account immediately in accordance with the Direct Debit Guarantee Scheme. The Scheme protects you if an unauthorised direct debit is debited from your account, e.g., if the amount debited is greater than advised, if it is debited too early or after you have cancelled it, or if you have not been given enough notice of the amount.

#### 4.9 Standing orders

To set up a standing order you will need to provide us with the date on which and the frequency with which you wish the funds to be debited from your account, the name and account number of the beneficiary, the sort code of the beneficiary's bank, the amount to be transferred and any payment reference details. A standing order to an account at another financial institution will usually be received by the beneficiary on the same day as your account is debited but some banks may not credit the funds until the next working day.

To cancel a standing order, please advise us no later than 4pm on the working day before the payment is due to be debited from your account.

#### 4.10 Salary / suppliers

The bank offers a salary and supplier service. This allows users of the online banking service to make key payments in batches or upload files from their accounts' packages. Please contact the bank for further details.

## 5 Payment information

### 5.1 Payment instructions

We encourage you to use the online banking service when providing us with payment instructions as this is the most secure method of communication. You can also authorise TPPs to instruct us on your behalf. You can provide us with a verbal or written payment instruction issued or signed (as applicable) in accordance with the account mandate.

The bank may, at our complete discretion, receive payment instructions by email. If we receive an email instruction and we subsequently verify it by telephone, we will treat it as an instruction received by telephone.

The bank will act on a payment instruction, but we reserve the right not to act on a payment instruction if:

- we reasonably believe a payment instruction is suspicious or unusual
- we reasonably consider that the balance on your account (plus any unused arranged overdraft) is unlikely to be sufficient to meet a payment instruction
- a payment instruction is unclear or incorrect
- we reasonably believe that the payment is a duplicate (i.e. the payment has the same sort code, account number, amount and reference) of one that we have processed in the preceding 24 hours
- we are unable to verify a payment instruction to our reasonable satisfaction
- there is a legal or regulatory requirement that prevents us acting on a payment instruction
- we think you are being tricked or scammed into making the payment
- we reasonably believe that someone else may have rights to the money in your account.

### 5.2 Cut-off times

Instructions must be received by the relevant cut-off time if they are to be executed on the same day, otherwise the payment will normally be processed on the following business day. Please see our *Tariffs & Cut-Off Times* document for the relevant details. For the online banking service, the relevant cut-off time for each payment type is detailed on the screen.

### 5.3 Payment authorisation

For payments made using the online banking service, including those initiated from a TPP, most requests will require onscreen authorisation using a digital signature. These can be obtained by either:

- using a physical security token that we will provide or
- using our App.

When you access the online banking service you are authorising us to carry out all instructions given through this channel in accordance with the Agreement. This will include your instructions to make payments to and from your accounts to any other account nominated by you.

You must only allow access to your accounts through the online banking service to suitably competent personnel (a "designated user"). When a designated user accesses your accounts through the online banking service, you are authorising the bank to carry out all instructions given through the online banking service to the extent of the permissions set out in your online banking application form. This will include instructions to make payments to and from your accounts. The account permissions you set will also extend to allowing your designated users to consent to TPP's services.

### 5.4 Advice of payment details

Details of all your payments, including relevant charges and exchange rates, will be provided on your statement of account and are available on request or by using the online banking service.

### 5.5 Sufficient funds

Payments will be made and cheques honoured as long as there are sufficient cleared funds in your account; if there is a shortfall, this must be covered by an arranged overdraft or, in certain circumstances, a temporary unarranged overdraft.

You may not be able to withdraw the entire balance of an account if it includes uncleared funds or monies that have been earmarked for a pending transaction, e.g., certain card payments which have not been debited to the account but have been approved.

If you do not have sufficient funds in your account for a payment, or if a payment is not covered by an arranged overdraft, a payment may be refused (this may be shown on your statement as an initial debit followed by a same-day credit to your account). A charge may be incurred for such refused payments as set out in our *Tariffs & Cut-off Times* document. Where a number of payments are due on the same date, to the extent there are sufficient funds in the account to meet some but not all of these payments, the bank may use its discretion, acting reasonably to determine which payments to honour.

## 6 Online banking

Any new accounts and cards that you open will be automatically added to your online access and you must specifically advise us if you wish access to be removed.

If you convert your sole account to a joint account, other parties to the joint account will be able to view past transactions carried out in your sole name.

### 6.1 Daily limits for the online banking service

There is a daily transaction limit for making payments of any type via the online banking service which runs from midnight to midnight. For details of your daily transaction limit, please contact your relationship manager. We can change these limits from time to time.

### 6.2 Sending messages to the bank

Using the message service provided as part of the online banking service is an alternative to contacting the bank via email. Please do not use the messaging service to relay payment instructions to the bank.

Instructions for cancelling a cheque and reporting lost/stolen cards, cheque books and security tokens should continue to be given directly to the bank by telephone or in person and not via the online banking service.

### 6.3 Using the online banking service

To gain initial access to the online banking service, you must have a user name and security token, both of which we will supply. Thereafter, you can use either your security token or our App to generate a unique passcode each time you log in. In addition, the system will require you to provide a password.

### 6.4 Access to multiple accounts

Should you have more than one account or have access to accounts held with us which are not in your personal name as a designated user, these will be made available to you through a single login. Access to these accounts is restricted to the access rights, limit and signing authorities specified in the online banking application form.

### 6.5 Scheduled maintenance times

There may be times when the online banking service is unavailable for use due to maintenance, repairs or upgrades to our systems, or the systems of any party used to provide the online banking service.

We will aim to notify you in advance of any maintenance work but may not always be able to do so. Details of our scheduled maintenance times are available on our website ([www.hoaresbank.co.uk/service-availability](http://www.hoaresbank.co.uk/service-availability)).

## 7 Cheques

### 7.1 Clearing cheque credits

Clearing refers to the process whereby UK banks exchange payments on behalf of their customers.

The timescales for clearing cheques are set out below.

A cheque must be cleared before the funds are available for the purposes of:

- calculating credit interest
- reducing an overdrawn position

Customers should wait until funds are cleared before drawing against them, unless an arranged overdraft has been agreed.

Although cleared funds may appear to be available, the paying bank can still return the cheque unpaid until there is "certainty of funds". "Certainty of funds" means that a cheque paid into your account cannot be debited from your account without your specific permission.

Cheques returned unpaid will be debited from your account. The balance shown on your account may include paid-in cheques which have not yet been cleared.

How the image-based clearing cycle operates:

	Paid in on	Appears on statement	Cleared to be drawn	Cleared to earn interest	Certainty of funds*
Cheque paid in at the bank	Monday	Monday	Tuesday	Tuesday	Tuesday
Cheque paid in another UK bank	Monday	Tuesday	Tuesday	Tuesday	Tuesday

\* will be available from 23:59.

If you pay cheques into your account while you are in the process of switching your account to another bank using the "Current Account Switch Service", they may take longer to clear.

### 7.2 Drawing a cheque

To safeguard against fraud, please ensure that you always include the name of the individual or business in the space for the payee, and that you do not sign a cheque dated later than the day of signing. If you try to deposit a cheque in a branch or by post with just the name of the bank or building society detailed as the payee on the cheque, it is likely that it will be returned.

#### *Endorsement*

For foreign cheques, you (payer) must also ensure the cheque has been signed on the reverse by the person/entity who is to be paid (payee).

### 7.3 Unpaid cheques

From time to time, cheques paid into your account may be returned unpaid by the paying bank. This could be for a number of reasons such as the cheque not being signed or the paying bank refusing a payment due to lack of funds.

Should a cheque which has been credited to your account be returned unpaid, we will advise you of the action we are taking to obtain payment on your behalf. If we are unable to take any further action, an image of the cheque will be returned to you and your account will be debited.

If we have to return a cheque drawn on your account at the bank, we will write to you informing you that the cheque has been returned to the payee's bankers, setting out the reason for the return and any charge incurred.

Wherever possible we will try to avoid returning cheques for simple technical errors.

### 7.4 Out-of-date cheques

Cheques are normally out of date after six months and are, therefore, usually returned unpaid to the presenting bank. We will endeavour to contact you to ascertain your wishes should such a cheque be presented. Please see more information in section 7.5 "Cancelling a cheque".

### 7.5 Cancelling a cheque

We will cancel one of your cheques when requested by you if:

- the cheque has not already been paid
- you give us sufficient details.

You should advise us about cancelling a cheque over the telephone. We will then confirm the cancellation in writing.

We cancel all cheques which remain uncashed, six months after issue. We may issue a fresh cheque after this time, on your instruction. To cancel an outdated cheque, we may need to issue a stop notification to our correspondent bank in the relevant foreign jurisdiction. There is, however, a risk of delay between the instruction to cancel and the cancellation taking place. Also, we do not have control of the cheque (it being either with you or a third party at your direction), so we cannot ensure that it is not cashed before it is cancelled.

### 7.6 Indemnity on cancelling a cheque

In respect of any cancelled cheque, you undertake to keep us indemnified (this means that you agree to pay us on demand) in full against all actions, proceedings, claims, losses, demands, damages, costs, charges, and expenses arising out of, or in connection with, the (i) acceptance and implementation of your instructions in connection with the cancelled cheque, and/or (ii) enforcement of this undertaking. You agree to waive (to the extent permitted by law) all rights in any jurisdiction in respect of any cancelled cheque. You agree that all questions arising in respect of a cancelled cheque shall be governed in accordance with section 15.11 "Governing law and jurisdiction".

Please note that we may still require you to provide an additional and separate indemnity at the time of cancellation to the indemnity contained in this section in certain circumstances, including where we consider the value of the cheque to be high.

### 7.7 Cheque retention

We will keep copies of cheques paid from your accounts for at least six years and will provide you with a copy on request.

### 7.8 Payment of foreign cheques

All foreign cheques are paid by the bank with recourse, which can be up to 7 years. This means that if a cheque is subsequently returned unpaid, or if the issuing bank chooses to recall the money at a later date, we will, without further notice to you, debit your account with the pound sterling equivalent using the reference exchange rate in operation on the date we are notified of return or recall. We will do so even if this results in your account becoming overdrawn. Cheque collections and negotiations are limited to US dollars and euros.

#### *Cheque negotiation*

If you are receiving US dollars up to the equivalent of £25,000 from the United States by way of a foreign cheque to be credited to your account, we may negotiate it. This means that we will credit the cheque to your account on the day you pay it in (or on the day we receive it, if sent by post). Where applicable, the rate of exchange we use will be the reference exchange rate applicable on the day the cheque is received by us.

#### *Cheque collection*

All other US dollar and euro cheques, must be physically returned to the bank on which they are drawn to obtain payment. This means that we will wait until the cheque has been cleared, and the other bank has confirmed the transaction, before crediting your account. It usually takes a minimum of four weeks for the proceeds to be credited to your account (but it may take longer). You will be advised if a foreign cheque requires processing in this way. A fee may be payable if the cheque is returned unpaid.

In each case, service charges (together with any applicable agent fees) will be deducted from the amount received. Please see our *Tariffs & Cut-Off Times* document for details.

We recommend, for both speed and safety, that you suggest to the payer that they make the payment electronically. The rate of exchange we use will be the reference exchange rate applicable on the day the funds are received by us. Please see section 8.1 "Reference exchange rate" for details.

## 8 Foreign currency transactions

We are able to support customers with many aspects of foreign currency-related activity. Please note, however, that once you have entered into these transactions, you are not able to cancel them.

### 8.1 Reference exchange rate

When sending money outside the UK or receiving money from outside the UK up to the equivalent of £50,000 in euros and US dollars or any other currency up to the value of £10,000, we reference the foreign currency exchange market, via a third party such as Bloomberg, and calculate our rates on a daily basis at approximately 8am each working day. For larger sums the rate is calculated on the same basis, but references the prevailing foreign exchange rate at the time.

An online currency conversion service is also available to eligible customers in online banking, facilitating spot transfers between a variety of currency accounts held with the bank. For this service we reference the foreign currency exchange market via Integral, calculating our rates in real time. Eligible customers will also have the option of making cross-currency transfers via the transfers page in online banking, but this option does not provide a real-time exchange rate; such rates are calculated on a daily basis at approximately 8am each working day.

For all foreign currency exchanges, the applicable rate includes a margin based on the transaction amount and previous product usage. You will be notified of the margin at the time of the transaction.

The bank's Treasury department may reset rates throughout the day to reflect market movements.

The rates are applied immediately and without notice so the rate you see quoted may be different to the rate applied when the payment is processed.

You may obtain details of the applicable exchange rates by telephoning the bank.

## 9 Charges

Our payment services and bank charges are detailed in the *Tariffs & Cut-Off Times* document; a copy of this will be provided to you before you are bound by the Agreement. The charges for the online banking services are detailed on the appropriate screens.

Charges are reviewed from time to time and you will be notified of any changes. Please see section 15.4 "Changes to terms & conditions" for details. We may change or vary our charges or introduce a new charge. If you do not agree to the changes you have the right to terminate the Agreement and close your account immediately, and without charge, before the proposed date of the changes coming into force. You should confirm your intention to close your account in writing.

In addition to the charges described above, there may be other charges and taxes that apply to your account which are not imposed by us, and we are not responsible for paying these on your behalf.

When sending money outside the UK but within the EEA and Switzerland, where no currency conversion takes place, our charges will be deducted from your account and the charges levied by the other party's bankers will be debited to their customer's account.

## 10 Your obligations

### 10.1 Tax compliance

Any account relationship and the use of products is dependent upon you being tax compliant and maintaining tax compliance throughout the wider relationship.

### 10.2 Disputed transactions

You should notify us of any unauthorised, late or incorrectly executed payment and any payment where you have been tricked or scammed into sending money to a third party without undue delay and in any event no later than 13 months after your account has been debited (this excludes payments governed by the Direct Debit Guarantee Scheme or payments made by cheque). If you do not tell us promptly, and in any event within 13 months, you may not be entitled to have any error corrected or payment amount refunded, and you may not be entitled to compensation for any loss you have suffered. We recommend, therefore, that you check your statements regularly and notify us without undue delay if you see, or otherwise become aware of, a transaction that you believe to be unauthorised or incorrect.

As long as you tell us within 13 months, if we have made a mistake in making a payment from your account we will refund you the amount of the payment. If we paid too much, we will only pay back the difference. We will refund any interest on charges you have paid. If there has been any interest on the account that you have missed out on because of the mistake, we will pay that back and we will back date this. We will pay the refund no later than before the end of the working day after you tell us.

If we can show that the other bank received the payment on time, the other bank is responsible for correcting the payment to the person you are paying.

### 10.3 Joint accounts & partnerships

The following conditions apply to joint accounts and partnerships (but not Limited Liability Partnerships (LLPs)):

- All parties are jointly and severally liable for any money owed to us. This means that we have the right to ask all or any one of you to repay the full amount of any money you owe to us and not just a share; you each have an individual responsibility to ensure that, among you, the monies owing to us are paid. This applies whether or not you are aware of the debt.
- Unless specific arrangements apply, one party to the account may withdraw any money in the account, obtain or vary an arranged overdraft or ask the bank to permit an unarranged overdraft.
- Each account holder is individually responsible for all borrowing that arises on the account.
- Unless advised to the contrary, we will act on the instructions of any one of the account holders.
- The bankruptcy or mental incapacity of any party may invalidate the mandate and the account may be frozen while the matter is resolved.
- If we become aware there is a dispute between the account holders, we may insist on all parties to the account authorising all transactions.
- On the death of any one of the account holders, the balance of the account would normally be paid to the survivor(s) (i.e., the remaining account holders named on the account).
- Should one party wish to withdraw from the account, we would usually remove the relevant name and allow the account to continue.

### 10.4 Change of details

Please advise us promptly of any change in personal details, such as your name, address, telephone number or email address. You must advise us in writing of a change in your name, accompanied with evidence of the change. If we receive new contact details, we may seek to verify them at our discretion. If the bank verifies an instruction received by one channel via a second channel, the instruction will be treated as if it had been made via the second channel (for example, if we receive an email instruction and we

subsequently verify it by telephone, we will treat it as an instruction received by telephone). If you provide us with incorrect details, or do not tell us when there is a change to your details, we shall not be liable for any loss resulting from the use of the incorrect details.

## 10.5 Security

The bank uses a number of security features to protect your account details from being compromised.

You must take all reasonable steps to keep your bank cards and security details (including your bank account details, 16-digit card number, expiry date, three-digit security number, user name, password, security token and PIN) secret. These are highly confidential and should never be disclosed to anyone else, including the bank. If you are worried that someone may have acquired your personal security details, please contact us immediately on 020 7353 4522.

Please be aware that no representative of the bank will ever visit you to collect your bank card, statement, cheque book or security token.

We will never contact you with a request to disclose your security details in full. Nor will we send you links by email to the online banking service. If you receive any such request from anyone (even if they are using the bank's name and logo) it is likely to be fraudulent and you must not supply your details to them under any circumstances. You are required to report any such requests to the bank immediately.

You must not record or store your security details with documentation or information that relates to your account, or in a way that may result in it becoming known to another person.

To prevent fraud and protect your accounts, you should keep all information relating to your account, in particular any PIN or passwords or other secret information, safe and secure. It is vital that:

- any record of security details cannot be identified as such
- you do not keep cheque books and cards together
- you do not keep a record of your PIN with your card or your security token
- you do not tell anyone any of your security details
- you take care when destroying financial documents (e.g. statements, Visa receipts)

You should telephone the bank to let us know if:

- your security details become known (or you suspect they have become known) by someone else
- your cheque book, cards or security token have been lost or stolen or compromised in any way
- you notice any unauthorised transactions on your account
- you have not received your regular statement or a requested item such as a cheque book or debit/credit card.

You must change your security details if requested to do so by the bank to maintain the security of your account.

You must arrange for the security details of any designated user to be changed if you are requested to do so by the bank.

You (or any designated user) should never leave the computer unattended when logged into the online banking site, particularly if using the online banking service in a public place. Once you have finished using the online banking site, you must log out securely.

You must take reasonable care to ensure your security details are not disclosed to any other person when you access the online banking service.

## 10.6 Unauthorised access to the online banking service

Should there be unauthorised access to your accounts, you must contact us immediately and provide us with all the information you have regarding unauthorised access to your accounts in order for us to investigate the matter. You must cooperate with us and the police in any investigation and you must ensure that any relevant designated user is similarly co-operative.

## 10.7 Designated users

You will only provide security tokens to a designated user. You are solely responsible for setting up a secure operating system and, if you are a business, you should ensure that each security token is used in accordance with your internal operating procedures.

You acknowledge that the bank is authorised to act on any instruction given using a valid security token.

You will ensure that each designated user is properly trained on all aspects of use of the online banking service using the security token including, but not limited to, ensuring that designated users:

- do not leave the computer terminal unattended while logged in to the bank's website and understand and accept that once they have finished using the site, they must log out
- keep the security token safe and do not provide security details to anyone
- notify you immediately if they believe that their security token has been lost or stolen; if they believe someone else knows all or part of their security details; or if they believe someone has accessed their account.

If you believe that any unauthorised person has access to, or has accessed, any designated user's security details, any component part of a designated user's security details or the designated user's security token, you must immediately notify us by telephone that the designated user's security details and/or security token have been compromised.

## 10.8 Third Party Payment Service Providers

When you sign up to a TPP service, you will be redirected to the online banking service to provide onscreen authorisation using a security token or our App. We will record that you have consented to use this service. Any subsequent payments may also be redirected to the online banking service for authorisation in this way. You can revoke these consents using the online banking service or by contacting the bank.

TPPs can offer you alternative ways of interacting with us and we are, in most circumstances, obliged to allow you to use such services (including executing transactions that are initiated via a TPP as though you had given the instruction to us directly). If you share your confidential details with a genuine TPP, we will not treat this as a breach of security on your account.

However, we strongly recommend that, before sharing your confidential details with a TPP, you make sure that the TPP is genuine, that they are authorised (by the Financial Conduct Authority at <https://register.fca.org.uk>) and that they have the appropriate systems and controls to protect you and your data.

If an unauthorised payment transaction is initiated through a TPP, we will still comply with our obligations to refund your account in accordance with the Agreement (see section 11.2 "Payments made into your account by mistake or fraud").

For the avoidance of doubt, we will not be responsible for any payment transactions or other fraudulent activity carried out as a result of you sharing your security details with someone who is not an authorised TPP.

Furthermore, where we reasonably suspect that there has been or will be unauthorised or fraudulent access to your account by a TPP (authorised or otherwise) we are entitled to prevent that TPP from accessing your account. Before denying access, we will, provided it is not unlawful and would not compromise reasonable security measures, attempt to contact you to advise you of this and our reasons for denying access.

If we are unable to contact you prior to denying access, we will attempt to do so immediately after, again subject to this being lawful and not compromising security.

Where possible, we will allow the TPP normal access to your account as soon as is reasonably practicable once reasons for denying access have ceased to exist.

## 10.9 Online banking acceptable use restrictions

You must not:

- use the online banking service other than for your own domestic and non-commercial use
- use the online banking service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the Agreement
- act fraudulently or maliciously; for example, by hacking into, or inserting malicious code, including viruses, or harmful data into the online banking service or any operating system
- infringe our intellectual property rights or those of any third party in relation to your use of the online banking service, including the submission of any material that you do not own or have the right to submit (to the extent that such use is not licensed by the Agreement)
- transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the online banking service
- use or attempt to use another customer's account, unless you are a designated user with express authority to access the customer's account
- use the online banking service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users
- collect or harvest any information or data from the online banking service or from our systems or attempt to decipher any transmissions to or from the servers running the online banking service.

## 10.10 Malicious software

You are responsible for configuring your devices and for maintaining any information technology, computer programs or platforms used to enable access to the online banking service. You should use your own antivirus software.

You must not misuse the online banking service by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the online banking service, the server on which the online banking service is stored, or any server, computer or database connected to the online banking service.

You must not attack the online banking service via a denial-of-service attack or a distributed denial-of service attack. We will report any such breach to the relevant law enforcement authorities, and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the online banking service will cease immediately.

## 11 When things go wrong

### 11.1 Incorrect details

If you provide us with incorrect payment details, the payment may be delayed or credited to the wrong account. The transaction-processing systems we use for sending money within the UK use only the recipient's sort code and account number to identify the payment. The systems we use for sending money outside the UK use the recipient's account number or IBAN and SWIFT Code. You may also need to provide additional information such as a bank Routing Code (known in different countries by different names e.g., sort code, IFSC Code, Fedwire number,) together with other information as specified by the country in which the account is held.

In some circumstances the SWIFT Code may not be required. This means that any other information you have provided (such as the recipient's name) will not be used by the transaction-processing systems when your payment is applied to the recipient's account. We will only be liable for executing your payments on the basis of the details provided to you by us, as identified above.

We will make reasonable efforts to recover funds credited to the wrong account as a result of your supplying incorrect information about the recipient's account. We will make reasonable efforts to help trace the funds and we may make a charge to recover the payment. Please see our *Tariffs & Cut-Off Times* document for details. If we are unable to recover the funds, you may write to us to ask us to provide you with all available relevant information to help you seek repayment of the funds.

### 11.2 Payments made into your account by mistake or fraud

The bank may be asked to return a payment that has been paid into your account by another bank by mistake, or as a result of fraud. We will cooperate with the other bank to try to recover the funds and may share information about you and your account so that the other bank can take steps to recover the money. Provided we reasonably believe that a payment has been made into your account by mistake, or as a result of fraud, we may deduct an amount up to the value of the mistaken or fraudulent payment from your account and return it to the other bank. If the mistaken payment was received into your account more than two months earlier, we will try to seek your agreement before we return it. If we suspect any payment into your account was the result of fraud, we can remove it without asking you.

### 11.3 Unauthorised payments out of your account

Where any cards or confidential details allowing access to your account (such as online banking service passwords or security tokens) have been lost, stolen or misappropriated, we may, at our discretion, charge you a maximum of £35 for any losses arising as a result.

We will not charge you anything if:

- you have not acted fraudulently, and you could not reasonably be expected to detect the loss, theft or misappropriation of the card/confidential details prior to the payment or
- the loss was caused by acts or omissions of an employee, agent or branch of the bank or of an entity which carries out activities on behalf of the bank.

We may, however, charge you for ALL losses incurred where:

- you have acted fraudulently
- you have (with intent or gross negligence) failed to notify us without undue delay after becoming aware of any such loss, theft or misappropriation of your cards or confidential details
- you have (with intent or gross negligence) not used cards or confidential details in accordance with the terms of the Agreement.

However, if any of the payments are made from your overdraft, we will refund the amount that came out of the overdraft unless you acted fraudulently.

Except where you have acted fraudulently, you will not be liable for any unauthorised payments out of your account made after you notified us of the loss, theft or misappropriation of any of your cards or confidential details, nor will you be liable for any purchases of goods or services sold exclusively by means of the internet, the telephone, or similar sales methods where you are not face to face with the seller. In addition, you will not be liable if we have failed to give you a means to notify us of the loss or theft of your security details.

If you, or any persons specified as authorised signatories in the account mandate, authorise a payment and we execute it correctly, we will not be liable for any losses you incur. This is the case even if you subsequently decide you no longer wish to make the payment.

If you have been tricked into sending money then we may be responsible for refunding you. We will not refund you if we discover that you have been extremely irresponsible, we discover that you have acted fraudulently, or you have refused to allow us to report the matter to the police (on your

behalf) or you refuse to report this directly to the police or another suitable authority yourself. However, we will make reasonable efforts to recover the funds. Examples of where we would consider you have acted extremely irresponsibly include where you have not had any regard to any intervention made by us warning you that you were being tricked or scammed, where you did not notify us promptly when you knew or suspected you were being subject to a scam, or where you have not responded to reasonable requests for information from us about the payment.

Sometimes, you can agree that someone else can take money from your account without knowing how much the payment is going to be. This might include renting a car or booking a hotel room. Sometimes, these payments could be more than you expect. If this happens, you can ask for a refund if the following conditions are met:

- you made the payment in the UK or the EEA
- your authorisation did not specify the exact amount
- the payment was more than you could reasonably have expected to pay. We check this based on the circumstances, including the kinds of payments you have made before
- you ask us for a refund within 8 weeks of the date the money left your account.

We may ask for more information that we think is reasonably necessary to help us decide what to do. You must give us this information as quickly as you can.

We will refund you within 10 working days from when you ask us, or from when we get any information we ask for. We will make sure any interest we pay or refund dates back to when the money left your account. If we cannot give you a refund, we will tell you why.

If you set up payments from your account using the UK Direct Debt Scheme, then the scheme's guarantee will apply instead of the provisions above.

Different rules may apply if the transaction was made using a credit card or other form of credit. Please see your *Credit Card Terms & Conditions* for details.

## 11.4 Our liability for loss or damage

To the extent permitted by law, the bank will not be liable for any loss or damage you may suffer directly or indirectly as a result of us providing banking services to you, or us acting on any instructions given to us with your knowledge or consent, except for where such loss or damage is caused by:

- any material breach of the agreement by us; or
- our fraud or gross negligence.

The bank will not be liable to you for any loss or damage you may suffer directly or indirectly if we are unable to perform our obligations to you because of the failure of any machine, data-processing system or transmission link, or because of any industrial dispute or any other cause which is beyond our control or the control of anyone working for us or on our behalf.

The bank will not be liable for any loss or damage you may suffer directly or indirectly as a result of the bank acting in accordance with its rights under the Agreement, including but not limited to refusing to execute payment orders (see section 11.7 "Refusal of payment orders") or restricting or suspending access to your account or the online banking services (see section 15.5 "Restricting or suspending use of your account and the online banking service").

In relation to the online banking service, the bank will not be liable for any damage or loss whatsoever, whether in contract, tort (including negligence) or otherwise, arising from your use or inability to use the online banking service, or from any interruption or delay in access to the online banking service or the online banking site for whatever reason. The bank does not guarantee that the online banking site will operate free of error or that it is free of computer viruses or any other contaminating computer program.

Nothing in the Agreement excludes or limits our liability for any losses you may suffer to the extent that we are unable to exclude or limit it by law and regulation.

## 11.5 Your liability

You (and in the case of joint accounts each of you individually) shall reimburse us for:

- any loss or damage to the bank, to the bank's business, or to the bank's employees, officers and agents
- any losses and costs incurred and claims brought against the bank by a third party

where any such losses, costs, claims or damages have been caused by any intentional, fraudulent, careless or grossly negligent act committed by you, or by anyone using your account or the online banking service with your knowledge or consent, except insofar as any such claims may arise from any material breach of the Agreement for which the bank is responsible or where we are not permitted to exclude liability under law.

You are responsible for any losses, costs, claims or damages caused to the bank, our employees, officers and agents in relation to any intentional, fraudulent, reckless or negligent act committed by any of your employees or agents, including any designated user. It is your responsibility to advise the bank immediately if someone's designated user status should be revoked.

## 11.6 Refunds

If we fail to make a payment or we execute it incorrectly, we will, without undue delay, refund your account and make any necessary adjustments to interest and charges to restore the debited account to the state in which it would have been had the defective payment not taken place. For refunds in relation to direct debits, please see section 4.8 "Direct debits" for details. If you ask us for information relating to a payment, we will make immediate efforts to trace it and notify you of our findings.

If funds are received by us but not credited to your account in a timely manner, upon notification we shall ensure your account is adjusted to the position it would have been in had we credited the funds to your account in a timely manner.

Please note the time limit of 13 months in section 10.2 "Disputed transactions" will apply to any requests for refunds under this section.

## 11.7 Refusal of payment orders

We may stop the use of any card, online banking service or any other service we provide for reasonable reasons relating to:

- the security of your account, or suspected fraudulent or unauthorised transaction(s) on your account or use of the service
- a significantly increased risk that you may be unable to pay us any money you owe us
- the application of a law, regulation or order of a court.

We may also refuse to carry out any transaction on your account where any of the provisions of the Agreement setting out how you authorise transactions have been breached or where it would be unlawful for us to do so.

Unless it would be against the law, or would otherwise compromise our reasonable security measures, we will notify you before we take action under this section and explain our reasons for so doing. Where the reasons for refusal relate to factual matters, we will notify you of the procedure for rectifying any factual errors that led to the refusal. If we cannot contact you in advance, we will attempt to contact you as soon as possible afterwards.

Where possible, we will allow the normal use of your account to resume as soon as is reasonably practicable once our reasons for taking action under this section cease to exist.

## 12 Notices and communications

### 12.1 Your personal information

How we use your information is explained in our *Privacy Notice*. This would have been made available to you when we collected your information. It is also available on our website: [www.hoaresbank.co.uk/privacy](http://www.hoaresbank.co.uk/privacy).

If you require an additional copy, please contact your relationship manager.

## 12.2 Changes to our Privacy Notice

Any changes we may make to our *Privacy Notice* in the future will be posted on our website. Where appropriate, changes may be notified to you by post or email.

## 12.3 Contacting you

Customers and contacts will receive a notification when amending their mobile numbers/email addresses, to help us detect fraudulent or malicious use of your account. The bank may also provide you with the option to receive alerts on initiated payment transactions, and/or failed attempts to initiate payment transactions, to help us detect fraudulent or malicious use of your account. You can choose to opt in to these notifications.

If we suspect a fraud or a security threat on your account, we may contact you via any of the contact details we have for you, including telephone, email and SMS.

## 12.4 Communications between us

Subject to section 13 (“Anti-money laundering legislation”), any notices or other communications between us in relation to the Agreement should be given in writing unless otherwise agreed between us or unless we otherwise determine.

Such notices and other communications should be given to us in writing to our registered address at 37 Fleet Street, London EC4P 4DQ.

When we contact you for service and operational reasons such as telling you about changes to terms and conditions, or sending you information, letters or notices, we will use any contact details we hold for you. This could include your postal address, telephone numbers and email addresses. We may also send you messages via text message, the online banking service or our App. For fraud prevention purposes, we may contact you via text message after receiving a payment instruction from you. If we need to contact you for security reasons or because we are unable to act on an instruction, we have received from you, we will do so using a secure method of communication. This means we may ask you to provide parts of your security information, so we can be sure we are talking to you. If at any point in the future you change your contact details, you should tell us promptly about those changes. Please see section 10.4 “Change of details” for how to do this.

Any notice posted by us to you shall be deemed to have been received 72 hours after posting, and notice given in any other manner shall be deemed to have been received at the time when in the ordinary course it would have been received.

## 13 Anti-money laundering legislation

Money laundering describes the process of disguising money obtained from criminal activities so that its origins cannot be traced.

If the purpose of the payment is to enable the recipient to evade tax which would otherwise be due, then both the payer and payee would be guilty of a criminal offence.

We comply with our statutory obligations in relation to all aspects of our operations, and may, from time to time, contact you for further information about payments on your account.

Without prejudice to the generality of the other paragraphs in this section, in the event we determine that, for the purposes of complying with: (i) any provision of the Money Laundering Regulations 2017 (the “MLRs 2017”) including but not limited to regulation 37(5); or (ii) our other legal and regulatory obligations; or (iii) our policies concerning the prevention and detection of financial crime, we require information about the identity of the persons on whose behalf monies are held in any pooled account that you have opened with us (including but not limited to any client account), we will issue a request to you in accordance with this section, specifying the information that we require you to provide. You must provide that information to us in response.

Our requests for information in relation to a pooled account may include requests for: (i) information about your client and/or any

other person on whose behalf monies are held on it; (ii) information about the background and purpose of any transaction (or any intended transaction) on it; (iii) information about the business and risk profile of your client and/or any other person on whose behalf monies are held on it; (iv) where the bank is asked to make a payment using funds from it, information about the destination(s) and identities of recipient(s) of the payment, including any ultimate destination(s), recipient(s); and (v) copies of any documentation which you have obtained when applying due diligence measures to your client and/or to any other person on whose behalf monies are held on the pooled account. We may request, for example, copies of documents that you have obtained pursuant to the MLRs 2017 to identify your client, to verify his or her identity, to identify and verify the identity of any beneficial owner(s) and their ownership and control structure and to assess the purposes and nature of any relevant business or transaction.

We will issue such requests by post or by electronic means. You must confirm receipt of our requests and subsequently provide to us the information we have requested as soon as reasonably practicable and no later than: (i) 5pm London time on the first business day following the day on which we made our request; or (ii) such other date and time as we may agree with you in writing. In the event that you consider you are unable to comply with a request we have made, you must reply to us within these time limits, giving an explanation.

If you do not provide information that we have requested in accordance with this section, then subject to any other legal or regulatory duty which we may be under, and without prejudice to any other right or remedy we may have, we shall be entitled to exercise any and all of our rights under the Agreement, including but not limited to our rights: (i) not to act upon a payment instruction if we reasonably believe it to be suspicious or unusual, in accordance with section 5.1 “Payment instructions”; (ii) to stop the use of any service we provide for reasons relating to the application of a law or regulation, in accordance with section 11.7 “Refusal of payment orders”; (iii) to limit use of your account and/or the online banking service or any part of it (including, without limitation, by deactivating your card, security token and/or our App (as applicable)), in accordance with section 15.5 “Restricting or suspending use of your account and the online banking service”; and (iv) to close your account, in accordance with section 15.6 “Closing your account and use of the online banking service (termination)”.

We will process information which you provide to us under this section in accordance with the terms of the Agreement, our *Privacy Notice*, and the requirements of the MLRs 2017.

## 14 Other information

### 14.1 Complaints

If you wish to make a complaint about any of our services, please contact the partners at the bank in the first instance by writing to them at the bank’s head office at 37 Fleet Street, London EC4P 4DQ. If you are not happy with our final response to your complaint or we have not resolved your complaint within 15 business days (or 35 business days if we inform you we cannot give a full response within 15 business days), you may be able to refer the matter to the Financial Ombudsman Service (FOS). The FOS provides a free, independent service to all eligible complainants, including private individuals and small businesses, charities and trusts. Further information, including eligibility requirements, can be located on [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The contact details for the FOS are: Financial Ombudsman Service, Exchange Tower, London E14 9SR. Its telephone number is: 0800 023 4567.

Alternatively, you can complete the FOS online complaint form available on its website at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### 14.2 Current Account Switch Service

We participate in this industry scheme which allows you to move your current account from one participating financial institution to another on a date to suit you (subject to seven business days’ notice).



Benefits of the service include:

- automatically switching any payment instructions to your new bank
- re-directing payments to your new account
- transferring any available and cleared balance to your new bank.

We will attempt to contact you upon receipt of a switch request from your new bank to ensure that it is genuine. At this time, we will discuss all relevant matters with you. Your new bank will provide you with all relevant terms and conditions.

If you use the Current Account Switch Service to transfer your current account from us, you should be aware that:

- unless you have another current account with us, we will require that you repay and close any credit card facilities you may have by day seven of the switch
- if you are not able to transfer or repay any arranged overdraft, unarranged overdraft or loan facilities you have with us, we will open a loan-servicing account and debit payments to this account which you will be required to fund
- if we hold items for you in safe keeping, you will be required to remove them.

If it is not possible to use the Current Account Switch Service, we will provide your new bank with information about your standing orders and direct debits within three working days of receiving their request.

## 15 Our rights and responsibilities

### 15.1 Agreement duration

The Agreement will remain in force until terminated by either party in accordance with the conditions set out in section 15.6 "Closing your account and use of the online banking service (termination)".

### 15.2 Copy Agreement

We will provide you with a copy of the Agreement at any time, on request.

### 15.3 Sanctions

In entering into the Agreement, you are confirming that you are not:

- incorporated, based, operating from, or ordinarily resident in a territory subject to comprehensive US sanctions
- a prohibited person targeted under any EU or US export control and trade sanctions laws or regulations in effect from time to time, nor are you 50% or more owned or otherwise controlled by, or acting on behalf of, any such prohibited person.

You undertake to advise us should the matters described above become relevant to you in the future.

### 15.4 Changes to terms & conditions

We may make changes for any reason or at any time including the following:

- to reflect any changes or anticipated changes in the law, regulations or codes of practice, or to respond to a decision taken by a court, ombudsman or regulator
- to make improvements which benefit you, including introducing new product or service features
- to reflect changes to the technology or systems we use, changes in good banking practice or changes in customer demand.

We may also change our fees or charges or introduce new fees or charges:

- as a result of a change of any interest rate
- to respond to changes to our costs of providing your account(s) and/or running our business and providing the services and facilities including administrative costs

- to reflect changes in market conditions

There may be other reasonable or valid reasons why we need to make a change. Except for changes to interest and exchange rates which are covered in the relevant sections, we may change the terms of the Agreement with you at any time. Usually, we will give you notice of these changes and the table below shows you the amount of notice we will give you (if any):

Notice Given	Type of Change
None (But you will be made aware of the change after it takes effect).	Increase in credit interest on any of your accounts (see section 2.1) Change in Exchange Rate (see section 8.1) Decreasing existing fee or charge or removing a fee or charge Clarification of existing term Changes to your benefit (including introducing new product or service features) New feature or service that does not affect our existing agreement
Reasonable notice	Decrease in credit interest on your deposit account (see section 2.1)
Two months	Decrease in credit interest on your current account (see section 2.1) Increasing existing fee or charge or applying a new fee or charge All other changes
If we are unable to give you two months' notice, we will give you as much notice as we can. (The notice period will depend on the details of the change.)	Changes to your account because of: • changes to applicable law, regulation, industry guidance or codes of practice • any recommendation, ruling, requirement or decisions of any court, ombudsman, regulator or similar body • other circumstances beyond our control.

We will notify you of any changes in writing. If we do not hear from you within the notice period, you will be deemed to have accepted the changes. If you do not agree to the changes, you have the right to terminate the Agreement and close your account immediately and without charge. If you decide to terminate the Agreement and close your account, there will be no closure fees, however you will be required to pay back any money you owe us (e.g. the amount of any overdraft). You should confirm your intention to close your account with your relationship manager.

If we have made a major change, or a number of minor changes, in any one year, we will provide you with a revised copy of this *Guide to Your Accounts* or a summary of the changes. Any changes we make to this *Guide to Your Accounts* will be posted on our website at ([www.hoaresbank.co.uk](http://www.hoaresbank.co.uk)). We may provide you with notice of changes to the *Guide to Your Accounts* by post or email with reference to the latest version available on our website rather than providing you with a paper copy.

### 15.5 Restricting or suspending use of your account and the online banking service

We may restrict, withhold, stop or suspend use of your account and/or any or all parts of the online banking service which may include, as applicable and without limitation, deactivating your card and/or security token, suspending access to our App and/or any interest payments made to your account.

Such action may be taken where:

- we reasonably suspect that your use of your account or the online banking service is in breach of law or regulation or this Agreement
- we reasonably suspect that your security details have not been kept secret
- we reasonably suspect that your security details have been used fraudulently or without your permission
- we reasonably suspect that your use of your account or the online banking service is in breach of any law or regulation
- where you have an overdraft with us, as a result of a change in the way you operate your account or in your financial circumstances, for example if we reasonably believe that you may have difficulty in meeting your commitments
- we believe it is appropriate to protect your account
- you have not used online banking for 13 months
- we are required to comply with legal or regulatory requirements governing the operation of accounts
- we reasonably believe you to be a 'disqualified person' under the Immigration Act 2014 (as amended or replaced from time to time).

We will tell you before taking any of these steps and we will explain why we have done so, unless we are unable to contact you or there is a legal reason or other circumstance beyond our control that stops us from doing so. If we cannot make contact with you beforehand, we will (where possible) tell you and explain our reasons afterwards.

We will always endeavour, where possible, to advise you before deactivating the security token. We will usually issue you with a new security token as soon as practicable once our reasons for taking the action cease to exist.

You agree to do nothing, and you agree to ensure that none of your designated users, employees or agents do anything, that may cause risk or damage to the bank's reputation, website or the online banking service. We may suspend your use of the online banking service if we consider you (or any employee, representative or agent) are doing, or are likely to do, anything which may have such an adverse effect.

## 15.6 Closing your account and use of the online banking service (termination)

### *Your account*

With the exception of our fixed term deposit accounts, your account will continue until it is closed by you or us. In relation to a fixed term account, you do not have a right to close your account during the fixed term as explained in section 2.7 "Fixed term deposits".

Subject to any notice periods which apply to your account, you have a right to terminate the Agreement and close your account for any reason at any time by advising us in writing.

We have a right to terminate the Agreement and close your account for any reason. We will give you 90 days' notice of our decision.

We can terminate your account immediately (including any fixed term deposit account) where:

- we are required to do so to comply with applicable law and regulation. This includes financial crime laws and immigration laws
- we are required by our regulator to close the account
- we reasonably believe the account is being used in connection with serious crime
- we reasonably believe you have committed an offence in connection with your provision of goods or services to a third party.

Any termination of the Agreement and closure of your account will be without prejudice to:

- our right to recover sums due to us as a consequence of

the provision by us of account facilities, which will, where applicable, be apportioned up to the time of the closure of your account. (Such sums will be repayable on demand.) Any charges that you have paid in advance will be reimbursed on a proportional basis; and

- the completion of any transactions already initiated.

Upon account closure, statements will be available from the bank on request.

### *Online banking service*

You may terminate your and/or any third party authority holder's use of the online banking service for any reason at any time by advising us in writing.

We may terminate your and/or any third party authority holder's use of the online banking service by giving you not less than two calendar months' notice by post or email, except in the case of any of the circumstances outlined in section 15.5 "Restricting or suspending use of your account and the online banking service". In such circumstances we may give you less than two calendar months' notice of our decision.

### *Lost or dormant accounts*

If you do not use your account, it may become dormant and will need to be reactivated before you can use it again. Details of our policy for lost or dormant accounts are available on request.

## 15.7 Our regulator

The bank is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the PRA with Firm Registration Number 122093.

The address of the FCA is 12 Endeavour Square, London E20 1JN. The PRA's address is 20 Moorgate, London EC2R 6DA.

## 15.8 Our right of set-off

We have the right, under general law, to use any credit funds that you have with the bank, held either in your sole name, or jointly with another party, to offset or repay any debit amounts which you owe to us (including credit card accounts and accounts denominated in a foreign currency). Our right of set-off allows us to use any credit funds you hold jointly with another person to repay any sole debt that you owe. We are also able to use credit balances on accounts in your sole name to repay debit balances on any joint account to which you are party.

We will not exercise this legal right without giving you a minimum of 14 days' advance notice unless we reasonably believe that you may try to prevent us from obtaining the repayment. In all cases we will write to you to inform you that we have exercised our right.

In exercising our right of set-off we may (and you irrevocably authorise us to):

- bring to an end any term deposit period applying to any of the accounts you hold with us (either in your sole name or jointly) and adjust any interest paid by us
- convert to pounds sterling any balance that is in a currency other than pounds sterling at the exchange rate that applies at the time.

If we are required to take these actions, we will not have any liability to you.

Our legal right of set-off is separate and distinct from any formal arrangements that we may make with you, such as agreeing to offset balances for the purposes of security or for the calculation of interest and charges.

## 15.9 Transferring rights and obligations

We may transfer, assign, or pass our rights or obligations under the Agreement or arrange for any other person or organisation to carry out our rights or obligations under the Agreement. We will only transfer our obligations to someone we reasonably consider capable of performing them as well as us. You may not transfer any of your rights or obligations in relation to the Agreement or transfer or assign any account or deposit.

### 15.10 Third party rights

A person who is not a party to the Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

### 15.11 Governing law and jurisdiction

The Agreement shall be governed and construed in accordance with English law. The courts of England and Wales shall have non-exclusive jurisdiction to settle any disputes, including non-contractual disputes, which may arise in connection with the Agreement, but because this provision is included for our benefit only, we retain the right to bring proceedings in any other court or courts which would have had jurisdiction but for the Agreement.

### 15.12 Events beyond the bank's control

Unless expressly detailed in the Agreement, the bank shall not be liable to you for any failure to perform any obligations by reason of any cause beyond the bank's reasonable control, including without limitation:

- the outbreak of war and hostilities or any other international calamity or political crisis, any act of terrorism
- a natural disaster
- any regulatory ban on the bank's activities
- a banking moratorium having been declared by legal edict or by appropriate regulatory authorities
- any breakdown, malfunction or failure of transmission, communication or computer facilities
- industrial action, acts and regulations of any governmental or supranational bodies or authorities where the effect of such event(s) as mentioned above is such that the bank is not in the position to take reasonable action to cure the default.

The bank shall endeavour to give you written notice containing full particulars of any event(s) which put the due performance of any obligations under the Agreement beyond the bank's control but shall not be responsible for any failure to inform you, for any reason, promptly or at all.

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