NON-PERSONAL TERMS AND CONDITIONS

Cater Allen
PRIVATE BANK

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These Non-Personal Banking Conditions together with all appropriate information which we give you before you open the Account, which will include details of the key features of the Account, set out the contract between Cater Allen Private Bank and you, for the conduct of the Account. In some places these Conditions refer to details, such as interest rates and charges, which we will give you separately. Those details also form part of the contract between us.

The Conditions may be varied by us (see Condition 18) and are in addition to any other conditions which are implied or included in the contract between us by law, even if they do not appear in these Conditions. If there is any conflict between implied conditions and these Conditions, then so far as permissible by law, these conditions will apply.

We may make services, facilities or benefits other than those specified in these Conditions available to you. These services, facilities or benefits may have their own conditions, including any applicable charges, and we will give you details of those conditions and charges before you take the service, facility or benefit.

If you are not happy about your choice of account (except for a fixed-rate account), you may within 14 days of making your first payment into the Account cancel the Account or ask us to help you switch to another of our accounts or another bank's account. If you would like to cancel or switch, you should contact us at Cater Allen Private Bank, 9 Nelson Street, Bradford, BD1 5AN. If you do so we will not charge you for cancelling the Account and, within 30 calendar days of such cancellation, give you back all the money in the Account, and any interest it has earned, as at the date of cancellation. We will ignore any notice period and any extra charges, although you will be liable for any outstanding amounts owed to us under the Account.

1. Definitions

1.1 "Account" means any Corporate account, Reserve account, Asset 30 account, Client account, Unlimited Partnership account (see 3.1), Solicitors account for Undesignated Client Funds or other non-personal or organisational account that you have with us where we tell you these terms and conditions will apply. References to an Account are references to all accounts you have with us unless we make it clear that a condition only applies to a particular type of account.

1.2 An "Authorised User" is someone you have requested and authorised to operate the Account and/or to have access to information related to the Account whether by the issue of a Card or otherwise and may include pension or other trustees and SIPP members where relevant.

1.3 "Business Days" are days of the week excluding Saturdays, Sundays and English public holidays. The length of a business day for the purpose of making payments out of your Account will depend on the payment cut – off times for the type of method used for making payments. The payment cut off times will be different for online banking and telephone banking. Further details on payment cut off times are set out below.

1.4 "Card" means any VISA Deferred-Debit Card issued by us to you or to an Authorised User to operate the Account and/or to provide access to information related to the Account.

1.5 "Card Transaction" means any payment, transfer or cash withdrawal made using any Card.

1.6 "Personal Security Information" means any numbers or other information (including Personal Identification Numbers ["PINs"] and Personal Access Codes ["PACs"]) we give you or an Authorised User, or ask you (or them) to choose, in order to use telephone, postal or fax or other services securely or for the protection of your privacy and/or making payments using Card operated machines.

1.7 "We" means Cater Allen Limited (company number 383032) whose registered address is at 2 Triton Square, Regent's Place, London NW1 3AN, and references to "us" and "our" shall be construed accordingly.

1.8 "You" means the incorporated company, partnership, limited liability partnership, sole trader, club, society, association, charity, trust, or pension fund named as the Account holder and "your" shall be construed accordingly. References to "you" and "your" in Conditions 4, 5, 6, 7 (excluding 7.3), 8, 12, 13, 14, 16 and 17 shall (unless stated otherwise in such Condition) include all Authorised Users on the Account, and you shall be responsible for ensuring that all such Authorised Users comply with the requirements of such Conditions. Notwithstanding the foregoing, all charges on the Account will be charged to you and not to any Authorised User.

2. Opening an Account, Your Authority to Us, and Changing Your Details

2.1 Before you open an account, and at any time you ask for it thereafter, we will give you all appropriate information, which will include a product fact sheet and interest rate sheet containing the following information:

(a) Whether a minimum initial deposit or a minimum balance applies to the Account;

(b) Whether there are limitations on the number or value of withdrawals you can make in a particular period;

(c) The main ways in which you can pay money into and make payments from the Account, and the main ways in which you can transfer money to and from other accounts;

(d) Details of the interest rate applicable to the Account, including details of when interest will be credited to the Account;

(e) Whether funds can be held in currencies other than sterling; and

(f) Whether Card or internet services are available to you in relation to the Account.

2.2 When you apply for the Account, or subsequently, we will also agree with you who will be an Authorised User. You are responsible for all instructions, actions or omissions by an Authorised User, and we will treat any instruction given, action taken or omission made by any Authorised User(s) as being your instruction, action or omission. See Condition 18 for details about how we notify you of any changes to these Conditions. You will ensure that each Authorised User takes all actions required under these Conditions and does not do anything that is not allowed under these Conditions.

2.3 Subject to these Conditions, under the Account mandate and declaration you authorise us:

(a) to honour and comply with all cheques drawn on your behalf and debit such cheques to the Account;

(b) to honour and comply with all instructions for withdrawal from the Account; and

(c) to collect for credit to the Account, all instruments endorsed on your behalf, provided that such cheques or endorsements are signed, and instructions given, by you or by an Authorised User (or, if agreed between you and us, by two or more Authorised Users), whether the Account is in credit or debit.

2.4 The authorisation in Condition 2.3 will remain effective unless and until we receive written notice (signed by those persons authorised to do so in accordance with the Account mandate) which revokes or amends such authorisation. Until we receive any such notice, we can rely on any resolutions or other formal authorities, notwithstanding any change in your constitution, name and/or any change to you arising as a result of death, bankruptcy, retirement or otherwise.

2.5 Where you are a partnership, upon any of the partners ceasing to be a partner by death or otherwise, we may, in the absence of written notice to the contrary to us, treat the surviving continuing partners as having full power to carry on the business of the firm and to deal with its assets as freely as if there had been no change. Notice can be given by any partner or by the executors, personal representatives or trustees of the outgoing or deceased partner.

2.6 Where you are a company, trust or other entity, upon any of your trustees or authorised officials ceasing to hold their official capacity by death or otherwise, we may, in the absence of written notice to the contrary to us, treat the surviving continuing trustees or authorised officials for the time being as having full power to carry on the business of the company, trust or other entity, and to deal with its assets as freely as if there had been no change. Notice can be given by any trustee or authorised official or by the

executors, personal representatives or trustees of the outgoing or deceased trustee or authorised official.

2.7 You authorise us to send copies of all statements issued in respect of the Account and to disclose details of that account to your professional adviser as named in your application or their successors in title.

2.8 You authorise us to comply with all instructions given by telephone, post or fax, providing that such instructions are given in accordance with the Account mandate. We may act upon any such instruction immediately and without further enquiry, unless we have cause to be suspicious as to the nature and/or content of the instruction. Notwithstanding the foregoing, where an instruction is given by fax, we may, where we consider it appropriate to do so, telephone you or any Authorised User to confirm the instruction and to request completion of all appropriate security procedures before accepting the instruction.

2.9 You shall, as and when necessary or when we ask you, supply to us lists of current Authorised Users authorised to sign, with specimen signatures and other information we reasonably require.

2.10 Save where these Conditions state otherwise, any indebtedness or liability incurred by you or an Authorised User under or in relation to the Account shall, in the absence of any express written agreement between us, be due and payable by you on demand.

2.11 For security reasons, it is a condition of the Account that we are satisfied of your identity and the identity of all Authorised Users. Accordingly, we will be entitled not to act on any instruction if we are in doubt as to your identity or the identity of any Authorised User issuing the instruction on the Account (please see Conditions 4.2 and 5.8 for further details).

2.12 You must let us know as soon as possible if:

(a) you change your name;

(b) you change your registered address;

(c) you change the phone number given in your application;

(d) you change your contact details; or

(e) any Authorised User's details have changed.

2.13 It is not our normal policy to allow anyone under the age of 18 to be an Authorised User on the Account.

3. Partnership accounts

3.1 If the Account is an Unlimited Partnership account, the following Conditions shall also apply:

(a) All partners will be liable (individually and together) for any money due to us;

(b) Each Card, PIN, PAC or any other Personal Security Information is personal to the individual partner or Authorised User to whom it is given. That person must not let the other partner(s) or Authorised User(s) use them. We will send one statement to the contact nominated on your application form, unless you tell us in writing that you require more than one partner to receive a copy of each statement;

(c) You will notify us immediately if there is any change in the constitution of the partnership;

(d) Notice to close the Account under Condition 8.1 should be given in accordance with the Account mandate;

(e) If there is a dispute between the members of your partnership, we will continue to operate the Account in accordance with the Account mandate and accept instructions from any Authorised User, unless and until we receive the notice referred to in Condition 2.4.

4. Deposits

4.1 Unless the Account is a Solicitor's account for Undesignated Client Funds, you can deposit money into the Account:

(a) electronically, for example by using same day electronic transfers through the Faster Payment Service or Clearing House Automated Payment System ('CHAPS'), which is part of the Telegraphic Transfer (TT) group of payment types;

(b) by sending your cheques, accompanied by completed paying-in slips from your paying-in book, to us using the reply paid Bootle Clearing Centre addressed envelopes that we supply to you. Alternatively, if you have a sterling account, you can deposit sterling cheques and cash in sterling over the counter at any branch of the Royal Bank of Scotland by completing the paying-in slips from your paying-in book.

For non-sterling cheques or sterling cheques drawn on a Non-UK Bank please refer to Condition 4.6(h) of these Conditions. Funds may be paid into the Solicitor's account for Undesignated Client Funds by cheque or TT only.

4.2 We may refuse to make any deposit into the Account, if:

(a) we believe or suspect it may place us in breach of any legislation or law;

(b) we believe or suspect it relates to fraud or any other criminal act; or

(c) by accepting the deposit, we would compromise our security measures or it would otherwise be unlawful;

(d) you are in breach of any of these Conditions, and if we refuse to allow any deposit into the Account, we will tell you (unless it would be unlawful for us to do so):

(i) that we have done so;

(ii) the reason why we refused; and

(iii) if you think we have based our decision on mistaken information, how you can ask us to rectify that mistake,

within one Business Day of the Business Day on which we received your deposit request.

4.3 Cheques will become out of date six months after the date they are drawn. You should therefore pay them in so that they are presented for payment in time. We will return any out of date cheques to you.

4.4 If you deposit funds with us without indicating to which Account they should be credited then we will return them to you or the originator of the payment. In order to pay money into the Account, you need to provide us with the following information (a 'Deposit Unique Identifier'):

(a) For cash deposits made using a sterling Bank Giro Credit slip, the Account number, sort-code of the Account and the value of the cash you are depositing. You must ensure that the value of the cash is specified clearly on the paying-in slip (any cheques you are depositing using the same sterling Bank Giro Credit slip must be identified clearly and separately on the paying-in slip);

(b) For CHAPS and BACS deposits and the Faster Payment Service, the name of the Account, the Account number and account sort code;

(c) For an international transfer of funds into the Account, the Royal Bank of Scotland SWIFT/BIC Code and the IBAN and the Account number for the Account (see our fact sheet on making foreign payments into the Account for further information);

(d) For Direct Debits and Standing Orders into the Account, the name of the Account, the Account number and sort code of the Account; and

(e) For cheques, the Account number and sort code of the Account. Please note that cheques must be made payable to the Account name for which they are destined. To protect against fraud, cheques made payable to Cater Allen Ltd or Cater Allen Private Bank will not be accepted.

4.5 If you give us a deposit instruction by any of the ways listed in Condition 4.4, you will be consenting to us placing that deposit into the Account. Any information other than that set out in Condition 4.4 that you give us when making a deposit instruction will not form part of the Deposit Unique Identifier. We will not be

liable for any delayed or incorrect deposits that occur as a result of you giving us an incomplete or incorrect Deposit Unique Identifier (please see Conditions 16.3 and 16.4 for more details as to our responsibility to you in these circumstances).

4.6 Provided that deposits are correctly identified as set out in Condition 4.4, then:

(a) funds deposited by TT:

(i) that are received by us before 4pm will be credited to the Account and made available to you immediately on the same Business Day; or

(ii) that are received by us after 4pm will be credited to the Account and made available to you immediately on the next Business Day, and in each case,

(iii) interest will be earned on the deposit from the same Business Day that the money is credited to the Account.

(b) funds deposited in cash in sterling at a branch of the Royal Bank of Scotland will be credited to the Account and made available to you immediately after we are in receipt of the funds. This will usually be the second Business Day after the date the deposit is made at a branch of the Royal Bank of Scotland for funds deposited before 3pm. For funds deposited after 3pm on a Business Day this will be the third Business Day after the date the deposit is made at a branch of the Royal Bank of Scotland. Interest will be earned on the deposit from the same Business Day that the money is credited to the Account. If you deposit cash into one of the Royal Bank of Scotland quick deposit facilities, the Royal Bank of Scotland will be deemed to have received it on the next Business Day.

(c) Funds deposited by the Faster Payment Service that are received by us before 4pm will be credited to your Account within a maximum of 2 hours on that same day, this includes non-Business Days. Funds received by us after 4pm will be credited to your Account the next day again this includes non-Business Days. Interest will be earned on the deposit from the same day that the money is credited to the Account.

(d) funds deposited using BACS will be credited to the Account and made available to you immediately on the day we receive them. This will be the next Business Day from the date they are sent. This is the same as the central clearing cycle. Interest will be earned on the deposit from the same Business Day that the money is credited to the Account.

(e) subject to Condition 4.7, funds deposited by sterling cheque using a sterling Bank Giro Credit slip will normally be available so that you can draw against them on the fourth Business Day following the Business Day they are paid in provided this is before 3pm at a branch of the Royal Bank of Scotland. If received after 3pm by the Royal Bank of

Scotland the sterling cheque will be treated as received on the following Business Day. This is two Business Days later than the central clearing cycle, which normally takes two Business Days after the date they are paid in. Interest will be earned from the second Business Day after the date the cheque is paid in, subject to the balance requirements of the Account. For cheques sent by post, timescales will apply from the Business Day we receive the cheque at the Bootle Clearing Centre (see further clause 4.1)

(f) Subject to Condition 4.7, the following table indicates when we aim to make funds deposited by sterling cheque available to you and when interest will become payable. Timescales given in this table are for guidance purposes only

Day cheque paid in	Day interest earned	Day funds available
Monday	Wednesday	Friday
Tuesday	Thursday	Monday*
Wednesday	Friday	Tuesday
Thursday	Monday	Wednesday
Friday	Tuesday	Thursday

* Assuming funds are deposited before 3pm 'cut off' time. In some instances these funds will be available to withdraw from an ATM on a Saturday.

Please note that cheques can be returned unpaid by the bank of the individual who wrote the cheque after this time, even after those funds have been made available to you to withdraw. A cheque cannot be returned unpaid after the sixth Business Day after the date the cheque was paid in to the Account.

(g) Sterling Banker's Drafts and sterling counter cheques will be treated in the same manner as cheques paid into the Account.

(h) For all non-sterling cheques:

(i) If you pay a cheque into the Account that is not in the same currency as the Account, we will convert it into the Account's currency at our current currency conversion rate for that type of transaction.

(ii) In order to 'clear' the cheque and collect the money to deposit into the Account, we will choose whether to do this by either 'negotiation' through a bank of our choice or sending the item for 'collection'. Please ensure that you endorse/sign all non-sterling cheques on the reverse, in accordance with the Account mandate.

(iii) When we negotiate a cheque we will convert the currency amount to the Account's currency and credit the Account within eight Business Days. If the cheque is subsequently returned unpaid we will debit the Account with the amount we have credited to it, as well as any interest we have paid to you on it.

(iv) When we send a cheque for collection the Account will be credited only when we receive the funds from the bank on which the cheque is drawn, which can take up to eight weeks.

(v) We will charge a fee for negotiation or collection of the cheque (see our Banking Tariff for details). We will remind you of the fees when you pay the cheque into the Account and will send you a letter detailing the actual fees and exchange rates used once the payment reaches the Account.

4.7 Unpaid Items

(a) The balance shown on the Account may include cheques and other items paid into it that are still being processed, and we may refuse to allow you to draw against them.

(b) If an item has been returned unpaid we will debit the Account with the amount of that item and with any interest we have paid you on it, even if you have withdrawn against it.

(c) You may incur a charge if by debiting the item the balance of the Account falls below any minimum balance that applies to the Account. You may also incur a charge and interest if it overdraws the Account (please see Condition 7 for more information on overdrafts).

4.8 Charges for payments into the Account

(a) We charge for accepting certain types of payments you may receive into the Account; please see our Banking Tariff for details. Where we make such a charge, we will charge you and not the person making the payment.

(b) Any charge we make in accordance with this Condition 4.8(a) will be charged separately and we will not take that charge from the relevant payment due into the Account. All such charges will be identified separately on the Account statement.

5. Withdrawals and payments

5.1 Save where the Account is a Solicitor's account for Undesignated Client Funds (in which case, please see Condition 5.2) you can instruct us to make a withdrawal or payment from the Account by:

(a) giving us a written instruction signed by you;

(b) using any Card and PIN issued by us for use in relation to the Account;

(c) using your Card and PIN at a cash machine that accepts your Card; or

(d) telephoning us on 0800 092 3300 and completing successfully all requested security procedures; and

(e) if you have registered for e-banking you can also set up electronic payments (such as a Standing Order) on the Account by instructing us to do so via our secure password protected website.

5.2 You can instruct us to make a withdrawal or payment from your Solicitor's account for Undesignated Client Funds by TT only. Where you instruct us to make a withdrawal or payment by TT you must do so by giving us a written instruction signed by you.

5.3 When you give us a withdrawal or payment instruction, you must provide us with the following information (a 'Payment Unique Identifier'):

(a) For withdrawals from a cash machine, your PIN;

(b) For electronic transfers of funds (such as CHAPS) the Account number and sort code of the person you want to pay;

(c) For an international transfer of funds from the Account to a bank within the EEA, the SWIFT/BIC Code and the IBAN of the person you want to pay;

(d) For an international transfer of funds from the Account to a bank outside the EEA, the SWIFT/BIC Code, the national clearing code, the Account number and the Account name of the person you want to pay;

(e) For Bill Payments and Standing Orders from the Account, the Account number and the sort-code of the person you want to pay;

(f) For internal account transfers from the Account, the Account number of the person you want to pay; and

(g) For a cheque or a Banker's Draft, the Account name of the person you want to pay.

5.4 If you give us a withdrawal or payment instruction by any of the ways listed in Condition 5.1 or 5.2 (as applicable), you will be consenting to us making that withdrawal or payment from the Account. Any information other than that set out in Condition 5.3 that you give us when making a withdrawal or payment instruction will not form part of the Payment Unique Identifier. We will not be liable for any delayed or incorrect withdrawals or payments from the Account that occur as a result of you giving us an incomplete or incorrect Payment Unique Identifier (please see Condition 16.3 and 16.4 for more details as to our responsibility to you in such circumstances).

5.5 We will be deemed to have received a payment instruction from you (or, if applicable, the person requesting a payment from you) at the time that payment instruction is actually received by us, unless any of the following circumstances apply:

(a) If the payment instruction is received by us on any day that is not a Business Day, then we will be deemed to have received it on the following Business Day;

(b) If the payment instruction is received by us after 2.30pm, then we will be deemed to have received it on the following Business Day;

(c) If your payment instruction specifies that the payment is to take place on a specific day or on the last day of a certain period, then we will be deemed to have received it on the day specified, unless that day is not a Business Day in which case the following Business Day will apply; or

(d) If any of these Conditions state otherwise.

5.6 The account may be subject to limitations on the number or value of withdrawals you can make in a particular period. A minimum balance may also apply to the Account. If such a balance applies and the balance of the Account is below it during any statement month a fee may be charged (see the Banking Tariff for more details). Details of these features of the Account can be found in the product fact sheet provided to you before you opened the Account and at any time thereafter upon request by you.

5.7 Some accounts have limited withdrawal methods; please refer to the Account fact sheet for details of those permitted on the Account. If you have a Card you can also withdraw cash from any cash machine displaying the VISA logo, by using the card to set up a continuous payment authority or using it as a debit card. We may need to ask you for further information to confirm your identity before allowing you to make certain withdrawals (see Conditions 12 and 13 for more information).

5.8 We may refuse to allow any withdrawal, or make any payment, from the Account, if:

(a) you do not have sufficient money in it to cover the payment;

(b) you have exceeded your maximum daily withdrawal limit under Condition 5.6;

(c) we believe or suspect it may place us in breach of any legislation or law; or

(d) we believe or suspect it relates to fraud or any other criminal act;

(e) by allowing or making the withdrawal or payment, we would compromise our security measures or it would otherwise be unlawful;

(f) In relation to a payment instruction we are unable to make the payment within the specified time limits.

(g) you are in breach of any of these Conditions.

If we refuse to allow any withdrawal, or make any payment, from the Account, we will (unless it would be unlawful for us to do so) tell you:

(i) that we have done so;

(ii) the reason why we refused; and

(iii) if you think we have based our decision on mistaken information, how you can ask us to rectify that mistake,

within one Business Day of the Business Day on which we received your withdrawal or payment request.

5.9 Revoking Instructions and Stopping Payments

Except in the case of Standing Orders or Direct Debits (please see Condition 5.19) and cheques (please see Condition 5.20(c)), you cannot normally revoke instructions after we have received them and we will not be obliged to stop or reverse such instructions after this time. However, if we are able to stop or reverse a payment after we have received your instructions and we agree to do so, we may charge you our reasonable costs in doing so. We will tell you in advance what these costs will be.

5.10 Payment Execution Times – General

Save in respect of the payment execution times listed at Conditions 5.11, 5.12 or 5.13, all payments that you request us to make on the Account in sterling or euro to a recipient whose bank account is located within the EEA will reach the recipient's account no later than the end of the Business Day following the Business Day on which we receive your instruction. If you ask us to make a payment in any EEA currency other than sterling or euro to a person located in the EEA (other than the United Kingdom), then it will take up to four Business Days for that payment to reach the recipient's bank account.

5.11 Payment Execution Times – Non-EEA Payments

If you ask us to make a payment either: (i) in any currency other than sterling, euro or any other EEA currency; or (ii) to an account outside of the EEA (in each case a 'Non-EEA Payment'), then you can ask us for details as to how long the payment may take to be received into the recipient's bank account. However, we will have no control over how long this may take as this will depend on the local banking practices of the relevant country. Additional conditions apply to Non-EEA Payments, please see Condition 5.17 for details.

5.12 Payment Execution Times – Same Day CHAPS and SWIFT Payments

(a) If you request us to make:

(i) a same day settlement sterling payment via CHAPS from the Account before 2.30pm;

(ii) a same day settlement euro payment by SWIFT from the Account before 2pm; or

(iii) a same day settlement US dollar payment by SWIFT from the Account before 2.30pm,

that payment will, in each case, be sent by us and received by the recipient's bank on the same day, provided that the requirements of Condition 5.12(b) are all met.

(b) The requirements referred to in Condition 5.12(a) are that

(i) the day we receive your instruction is a Business Day;

(ii) in the case of same day settlement sterling and euro SWIFT payments, the recipient's bank is within the EEA; and

(iii) the instruction is in accordance with the Account mandate.

(c) In the event that we receive your instruction to make any of the payments referred to at Condition 5.12(a) above after the payment's applicable cut-off time, but all the conditions at Condition 5.12(b) are otherwise met, such payment will be sent by us and received by the recipient's bank on the next Business Day.

5.13 Payment Execution Times – Standard CHAPS and SWIFT payments

If you ask us to make any CHAPS or SWIFT payment not listed at Condition 5.12(a), then the provisions of Condition 5.10 or 5.11 shall apply.

5.14 Information to recipient banks

In connection with certain electronic payment transactions and in respect of certain currency drafts (please see Condition 5.18 for details on currency drafts generally), we may be required to supply the recipient bank with your full name and account number. You hereby consent to us doing this. This information may reach the recipient intact.

5.15 Payment Charges

(a) This Condition 5.15 does not apply to any Non-EEA Payments you ask us to make or receive on the Account. Condition 5.17(c) shall apply to charges for Non-EEA Payments instead.

(b) We charge for certain types of payment available on the Account, please see our Banking Tariff for details. Where we make such a charge, we will charge you and not the recipient of the payment.

(c) The charge referred to at Condition 5.15(b) will include all fees imposed by third parties (such as any fees levied by intermediary banks), except for any fee imposed by the recipient's bank, which the recipient will be required to pay.

(d) The charge referred to at Condition 5.15(b) will be identified separately on the Account statement (please see Condition 10 for more details of statements on the Account).

5.16 Payment Currency Conversions

(a) If you instruct us to make a payment from the Account in a currency different to the currency of the Account, then on the day we make the payment we will convert the payment in accordance with the following:

(i) for any conversion from sterling to euros or US dollars:

(1) at our current currency conversion rate for the currency in question (as set out on our website from time to time) as at the time the payment is made by us; or

(2) where we consider appropriate, the currency conversion rate offered by the Royal Bank of Scotland's standard commercial exchange rate for the currency in question as at the time the payment is made by us; and

(ii) for any other currency conversion at the currency conversion rate offered by the Royal Bank of Scotland's standard commercial exchange rate for the currency in question as at the time the payment is made by us.

(b) On request, we will provide you with indicative exchange rates for the payment in question. However, given that we will not conduct the currency conversion until we make the payment, such indicative rate may vary from the rate we apply to your payment instruction. The exchange rate actually used will be shown on the Account statement.

(c) We will debit the Account with the amount of the payment as converted in accordance with Condition 5.16(a) and any charge we make for the currency conversion, unless you have agreed that the charge will be paid in another way.

5.17 Non-EEA Payments

Where you ask us to make a payment transaction either in (i) a currency other than sterling, euro or any other EEA currency or (ii) to an account outside of the EEA (in each case, a 'Non-EEA Payment') the following Conditions shall apply:

(a) We may send the Non-EEA Payment through other banks (an 'intermediary bank'). In these circumstances, we will use the bank of our choice in the country the Non-EEA Payment is being sent to and/or in the country whose currency is being sent.

(b) Where we use an intermediary bank to make a Non-EEA Payment, the intermediary bank may deduct charges from the amount of the payment. This will mean that the sum received by the recipient's bank may be less than the amount you have sent.

(c) Unless you agree with us before we make the payment, that the fees charged for a Non-EEA Payment (including those made by us, the recipient's bank and/or an intermediary bank) will be borne:

(i) by the recipient; or

(ii) equally by you and the recipient,

then you will be responsible for all such charges. At the time of making the Non-EEA Payment instruction, we will tell you the amount of the charges payable and remind you that you will be responsible for these charges unless you have specified otherwise. Where you are responsible for the charges (or for part of them as may be agreed at Condition 5.17(c)(ii) above) then we will debit the Account with the relevant charges once we have been notified of them.

(d) If your Non-EEA Payment does not reach the recipient's bank, then:

(i) Condition 16.3 and 16.4 shall not apply; but

(ii) we will use all reasonable endeavours to trace the Non-EEA Payment. We may make a charge for this service, and we may recover any charges made by intermediary banks

assisting with tracing the Non-EEA Payment. Where possible, we will notify you of the likely charge payable before we commence tracing the Non-EEA Payment.

(e) Details of any Non-EEA Payment you make on the Account, including the exchange rate applied and the fee we charged for the Non-EEA Payment, will be included on your next account statement following the Non-EEA Payment. Such details will also be available to view on your online statement.

(f) We shall not be liable for any failure or delay:

(i) in any Non-EEA Payment reaching the recipient's bank as a result of any incorrect or insufficient information (e.g. the Payment Unique Identifier) you may have given to us when arranging the payment;

(ii) in any Non-EEA Payment reaching the recipient's bank if you or the recipient's bank have nominated any intermediary bank to assist with the payment;

(iii) on the part of the recipient's bank to credit the Non-EEA Payment to the recipient's account; or

(iv) in any Non-EEA Payment reaching the recipient's bank due to lack of funds in the Account to cover the payment and relevant charges.

(g) The following Conditions shall not apply to Non-EEA Payments: 5.11, 5.15, 16 and 17.

5.18 Currency Drafts

(a) When you ask us for a currency draft ('Draft'), we will draw it on a foreign bank in the local currency and debit the Account accordingly. If you request a euro draft, we may draw it on a bank of any of the EEA member states. When we issue a Draft you purchase and reserve the currency value. This means the Draft will be paid on presentation to the bank on which it is drawn. Once we have issued a Draft to you, it becomes your sole responsibility to deliver the Draft to the intended recipient.

(b) If you decide not to make a payment, or the Draft is lost or stolen, we will try to arrange a refund but may be unable to do so. If we are able to arrange a refund, the following Conditions will apply:

(i) We will apply the exchange rate prevailing at the time we make the refund of the Draft. This means that, if exchange rates have changed, the amount we refund to you may be more or less than the amount that was originally deducted from the Account.

(ii) The refund can only be made after:

(1) we have received confirmation from our intermediary that the Draft has not been presented for payment and the original instruction to pay the Draft has been cancelled; and

(2) the original Draft has been returned to us (unless it has been lost or stolen).

(iii) If the Draft has been lost or stolen, we may require a statement from you confirming the loss or theft and evidence that the loss or theft has been reported to the police.

(iv) you will indemnify us against any charges which we are required to pay in connection with the cancellation of the Draft.

5.19 Automated payments on the Account

(a) Automated payments from the Account (e.g. Standing Orders or Direct Debits) will normally be debited at the beginning of the Business Day that they are due. You should therefore check that there are sufficient funds in the Account the day before the payment is to be sent.

(b) You may cancel a Standing Order you no longer need by telling us. You can do this up to the Business Day before it is due to be debited. There is no available recall service for Standing Order payments so please ensure that your transaction is correct at point of instruction to us.

(c) You may cancel a Direct Debit you no longer need by telling us. You can do this up to and including the Business Day before the day it is due to be debited. You should also advise the person or organisation you are paying. You may also cancel a Direct Debit by only telling the person or organisation you are paying and not telling us, but they will need longer to cancel it.

5.20 Cheques

(a) When you use a Cater Allen cheque, we will work out interest on the Account as if the cheque was deducted from the Account on the Business Day prior to the day it was presented for payment. This is one day earlier than the central clearing cycle and enables us to provide a lower cheque clearing tariff to our customers than would otherwise be possible.

(b) You should not write a future date on a cheque. If you do and the cheque is presented for payment before that date, we can decide whether to pay or return it. In either case, we will not be liable to you.

(c) We will 'stop' any of your cheques at your request as long as:

(i) the cheque has not already been paid; and

(ii) you give us sufficient details.

(d) A charge applies for 'stopping' cheques (see the Banking Tariff for more details). We cannot 'stop' a bankers draft or counter cheque you have asked us to draw for you.

6. Interest and charges

6.1 Interest is calculated daily at our published or agreed rates and, for all accounts other than the Solicitor's account for Undesignated Client Funds, will be added to the Account at the frequency and on the days set out in the Account fact sheet provided to you before you opened the Account. Interest on the Solicitor's account for Undesignated Client Funds will be added to a nominated bank account at the frequency and on the days set out in the Account fact sheet.

6.2 We will tell you the interest rate that applies to the Account. Details of our current interest rates and charges are available on our website (www.caterallen.co.uk) and by calling us on 0800 092 3300.

6.3 Our Banking Tariff sets out our charges for day-to-day services and we will provide you with a copy of our Banking Tariff before you open the Account and at any time afterwards on request. We will tell you about any changes in the Banking Tariff in accordance with Condition 18. We will also tell you about any charge for a service related to the Account that is not in our Banking Tariff. We will do this on request or before or when we provide the service to you.

6.4 We may change our interest rates, exchange rates and our day-to-day charges (including introducing new charges) applicable to the Account in accordance with Condition 18.

7. Overdrafts

7.1 You can withdraw only up to the available balance on the Account. It is your responsibility to check you have sufficient funds available in the Account before writing a cheque, using your Card or setting up an automated payment (e.g. a Standing Order or Direct Debit). If we have to return a cheque or any other payment on the Account due to insufficient funds, a fee may be charged for this service (see the Banking Tariff for more details).

7.2 If you ask us to make a payment from the Account without sufficient funds in the Account to cover that payment, then:

(i) it will be a breach of these Conditions if you request (or authorise a third party to request) a withdrawal or payment from the Account without sufficient funds in it to cover the amount of that payment;

(ii) we may require you to put the Account back into credit;

(iii) we may refuse to make that payment or any further payments from the Account until the Account is back in credit; and

(iv) we may charge a fee and interest on any unarranged overdrawn balance on the Account (see the Banking Tariff for details).

7.3 You authorise us to pay off or reduce an overdrawn balance on the Account by transferring funds from any of your other accounts with us.

7.4 Interest on your overdraft will be calculated on a daily basis. We will tell you in your statement how much interest you owe us for that statement period and will take it from the Account 21 days later.

7.5 Any indebtedness or liability incurred by you in relation to any account shall, in the absence of any express written agreement, be due and payable on demand.

8. Closing and suspending access to the Account

8.1 You may close the Account at any time by giving us notice so long as it is in accordance with the Account mandate. If you have an Asset 30 account, you should give us notice to arrive no later than 30 days before you wish to close the Account or you will incur a charge equivalent to 30 days' interest at the prevailing rate paid on the Account, as detailed in the Asset 30 account Fact Sheet.

8.2 We may close the Account without giving you any reason. If we decide to do this we will give you at least two months' notice, except where you are in breach of any of these Conditions and we decide to close the Account as a result. For the purpose of this Condition 8.2, a 'breach' includes the following:

(a) We believe you are no longer eligible for the Account;

(b) You have given us false information or have otherwise acted dishonestly in your dealings with us;

(c) You or someone else are using the Account illegally or fraudulently; or

(d) You have acted abusively or violently towards our members of staff.

8.3 If the Account is closed for any reason, you must pay us any amounts you owe us. These Conditions will continue to apply to the Account until all the cheques drawn on it and all other amounts you owe on it have been paid, and all Cards and cheque-books have been returned to us.

8.4 In certain circumstances, as set out in the Conditions, we may, without prior notice, have to suspend your right to operate the Account.

8.5 In certain circumstances we may, in order to protect your funds, make the Account dormant. Prior to any such action we will inform you in advance of our intentions, and at such time set out the requirements necessary for you to reactivate the Account.

9. Taxation

9.1 Except for the Solicitor's account for Undesignated Client Funds (in respect of which we pay gross interest on the Account) we pay interest after we have deducted the basic rate of tax, as set by HM Revenue & Customs. If you have completed the required registration, interest will be paid without such tax being

deducted. If too much tax has been deducted you can reclaim it from HM Revenue & Customs. If you are liable for higher rate tax, you may have to pay additional tax to HM Revenue & Customs.

9.2 In the event that we are required to pay HM Revenue & Customs tax on interest that we have paid gross to you, you must reimburse us any such sums on demand.

9.3 There may be other taxes or costs that are not paid through us or imposed by us that you have to pay in connection with the Account.

10. Statements

10.1 We will send you statements for the Account as detailed on the relevant account fact sheet. You can request that we reduce the frequency (as set out in the relevant account fact sheet) that we send you such statements. If your existing or amended regular statement intervals are longer than one month, we can send you statements for the Account at monthly intervals upon request for no extra charge by phoning us on 0800 092 3300, or you can use our e-banking service to view transactions on the Account at any time.

10.2 If we issue one or more Cards on the Account, you will be sent monthly statements for that account.

10.3 In the case of Client accounts we will send you sub-account statements and monthly summary reports if you request these.

10.4 If you wish to query any item on the statement please contact us immediately.

11. Cards

11.1 On certain accounts, you may apply for up to two Cards to be issued to you or Authorised Users. Separate Terms and Conditions apply to the use of the Card in addition to these Conditions. A copy of those Terms and Conditions will be provided when you apply for the Card.

12. Issue and use of cards, cheque-books, telephone, postal and fax services and personal security information

12.1 We take great care, by following regulatory requirements and good industry practice on system security, to ensure that only you can carry out transactions on the Account when you operate it by Card, telephone, post or fax.

12.2 The security procedures can limit the amount that you can withdraw, pay or transfer from the Account and may require withdrawals to be made by transfer to one or more previously agreed accounts.

12.3 If we make any change to the security procedures on the Account (such as changing your PIN or other Personal Security Information),

we will notify you of that change in accordance with Condition 12.10.

12.4 When we issue a Card or provide access to telephone, postal or fax services we will tell you and we will give you (or ask that you choose) certain Personal Security Information that you will need in order to use the service securely and to ensure your privacy. For example:

(a) We will notify you of your PIN to be used with your Card. We may also ask you to choose a password or other Personal Security Information as a means of identification for example when buying goods or services with your Card.

(b) When you apply for the Account, we will issue a PAC to you. Each PAC is personal to the Authorised User to whom it is issued. PACs will be used for security purposes when any one of you contact us or we contact any one of you by telephone. If you do not use your PAC you will not be able to access the Account over the telephone, nor will we be able to verify your identity prior to confirming written instructions you have sent to us. It is a condition of the Account that we are satisfied of your identity (or the identity of any person requesting a transaction on the Account holder's behalf) and therefore, we will not act on instructions using these facilities if we are in doubt as to your identity.

12.5 The care of your cheque-books, Cards and Personal Security Information is essential to help prevent fraud and protect the Account and it is a condition of the Account that you follow all of the safeguards set out in Condition 13.

12.6 We will only issue Cards to two separate Authorised Users on the Account at any one point in time. We will only issue one cheque-book to the Account holder. Personal Security Information will be issued individually to every Authorised User on the Account. Until any such nomination is revoked, we may issue renewal and replacement Cards and cheque-books and change or replace Personal Security Information, where appropriate.

12.7 You must ensure that the Cards, telephone or fax services are not used in any way that is unlawful. Use of a Card includes use of the Card number and other Card details, for example to carry out a Card Transaction over the telephone.

12.8 If you do not recognise a Card Transaction or any other transaction which appears in your statement, you should notify us immediately in accordance with Condition 14 and, if you ask us, we will give you more details to help you identify the Card Transaction and/or other transaction in question. In some cases, we will need you to give us confirmation or evidence that you have not authorised the transaction.

12.9 Telephone, postal and fax services

(a) If we believe that you may not have properly authorised a telephone, postal or fax instruction we may, after making reasonable efforts to check whether it was authorised, refuse to act on the instruction and take steps to reverse any action already taken on it. If we refuse to act on any such instruction the provision of Conditions 4.2 or 5.8 (as applicable) shall apply.

(b) We may insist on you confirming any telephone or fax instruction in conventional written form. We need not wait for confirmation before acting on the instruction.

(c) We may act on instructions which are fax copies of a signed document.

(d) Without prejudice to Condition 12.9(b), we may make further checks where we consider it appropriate to do so, for example because of the amount involved. This may include telephoning the sender of the fax or letter to confirm its authenticity. If we are unable to contact the sender in such circumstances, we will be unable to act on the instructions.

(e) We advise you:

(i) against using analogue mobile or cordless phones to contact us as they can sometimes be intercepted or overheard;

(ii) to be careful not to let other people see or hear your details if you are on a telephone in a public place.

12.10 Changes to or withdrawal of Personal Security Information, telephone, postal or fax services

(a) We may change or withdraw your PIN, PAC or other Personal Security Information or suspend or terminate telephone, postal or fax services to you if we believe that this is necessary for security reasons or to prevent misuse of a Card or the Account, for example where there have been too many unsuccessful attempts to use it to gain access to the Account or related services. If we do this:

(i) we will, subject to Condition 12.10(a)(ii) below, tell you of our intention to do so and our reasons why beforehand, unless we are unable to tell you beforehand, in which case, we will tell you immediately afterwards;

(ii) we do not have to tell you that we are changing or withdrawing your PIN or Personal Security Information or suspending or terminating services to you, if doing so would compromise our security measures or would otherwise be unlawful; and

(iii) you will need to apply for a new PIN, PAC or Personal Security Information or to have any withdrawn or suspended services reinstated by telephoning us at 0800 092 3300 (and then by following our instructions) and after

you have applied, we will reactivate and/or replace your changed or withdrawn PIN, PAC or Personal Security Information or reactive any suspended or withdrawn services as soon as possible, provided that the reason for its change, withdrawal or suspension no longer exists.

(b) Following any withdrawal or change to your PIN, PAC or Personal Security Information or any suspension or termination of services to you in accordance with Condition 12.10(a), these Conditions will continue to apply to any use made of the Card, account or telephone, postal or fax services and to any amount which you owe as a result of such use.

13. Care of your cheques, card, PIN, PAC, passwords and selected personal information

13.1 The care of your cheque-books, Cards, PINs, PAC, passwords and other Personal Security Information is essential to help prevent fraud and protect the Account and to ensure this you must:

(a) sign your Card in permanent ink as soon as you receive it;

(b) destroy the notification of your PIN as soon as you receive it;

(c) always take reasonable steps to keep your Cards safe and your PIN, PAC, password or selected personal information secret;

(d) not keep your cheque-books and Cards together;

(e) never write down or record your PIN on your Card or on anything kept with it or near it;

(f) not allow anyone else to use your Cards, PIN, PAC, password or selected personal information (not even another Authorised User);

(g) never disclose your PIN to anyone else, not even a member of Cater Allen staff (or your personal adviser). You can request a new PIN at any time and you must do this if you think that anyone else (even a member of your family) knows your PIN. PLEASE REMEMBER THAT ANYONE IN POSSESSION OF YOUR CARD WHO KNOWS THE PIN CAN GAIN ACCESS TO The account;

(h) never write down or record your PIN, PAC, or other Personal Security Information without disguising it. Only disclose your PAC or other Personal Security Information where requested by us for identification purposes;

(i) keep your Card receipts and other information about the Account containing business and personal details (e.g. statements) safe and dispose of them carefully. You should take simple steps such as shredding printed material; and

(j) act immediately on any further instructions we give you to ensure that you can operate the Account and related services securely and privately. Any instructions we give you will reflect good security practice.

13.2 The following additional safeguards apply to your Cards and PINs:

(a) Never disclose your PIN for mail order payments or at a point of sale (except to enter it on a keypad for transactions with retailers); and

(b) You can change your PIN at most cash machines that display the VISA logo and you must do this if you know or think that anyone else knows your PIN.

13.3 The following additional safeguards apply to your use of telephone or internet banking services:

(a) Only enter, or give, those selected elements of your PAC when you are requested to do so by us;

(b) Never give your PAC to anyone outside Cater Allen;

(c) Never give your PAC in full to anyone in Cater Allen. You may be asked to give some individual numbers or letters from your PAC when you speak to someone in person but they will never ask you to give your whole PAC; and

(d) If you know or believe that someone else knows any Personal Security Information which may compromise the security procedures of the Account under our telephone service, then you must notify us as soon as possible by telephone on 0800 092 3300. We will not act on any further instructions received from you until the security of the Account and your use of the telephone service has been satisfactorily re-established.

14. Notifying us of problems on the Account

14.1 Loss or theft of cards, PIN, PAC, any other Personal Security Information or of your cheque-book

(a) If you think a Card on the Account has been lost, stolen or misused, or may be misused in the future, you must notify us as soon as possible by telephoning us in the first instance on 0800 092 3300 between the hours of 7am and 11pm or 01268 298807 outside of such hours or writing to us at Cater Allen Private Bank, 9 Nelson Street, Bradford, BD1 5AN. We will also accept written notification of the loss or theft of your Card from any recognised card registration bureaus acting for you, from VISA or from any VISA member.

(b) If:

(i) you think your cheque-book has been lost, stolen or misused, or may be misused in the future; or

(ii) you believe that your PIN, PAC or any other Personal Security Information has become known to another person;

then you must notify us as soon as possible by telephoning 0800 092 3300.

14.2 Unauthorised withdrawals or payments from the Account

If you believe that any withdrawal or payment from the Account was not authorised by you, then you must notify us as soon as possible either by telephoning: on 0800 092 3300 or if you call from overseas +44 (0)114 228 2407 or writing to us at Cater Allen Private Bank, 9 Nelson Street, Bradford, BD1 5AN.

14.3 As soon as we receive your notification under Condition 14.1 or 14.2 we will immediately take such steps as are appropriate to prevent any further use of your card, PIN, PAC, other Personal Security Information or cheque-book, and/or to investigate the unauthorised withdrawals or payments from the Account.

14.4 Incorrect payments from the Account

If you believe that any withdrawal or payment from the Account has not been made or was made incorrectly by us, then you must notify us as soon as possible either by telephoning on 0800 092 3300 or if you call from overseas +44 (0)114 228 2407 or writing to us at Cater Allen Private Bank, 9 Nelson Street, Bradford, BD1 5AN.

15. Your liability

15.1 You will be liable for transactions on the Account:

(a) where you have, or any Authorised User has, authorised the transaction or the access to or use of the services used in making the transaction;

(b) where we can show you have, or any Authorised User has, acted fraudulently; or

(c) subject to Condition 15.2, if, after becoming aware you delay unreasonably in notifying us that the transaction was unauthorised, incorrect or has not been carried out by us (as applicable); or

(d) subject to Condition 15.2, if you, or any Authorised User, failed to tell us the transaction was unauthorised, incorrect or not carried out by us (as applicable) within 13 months of the date on which the transaction occurred (or in the case of a failed transaction ought to have occurred); or

(e) you, or any Authorised User, deliberately failed to follow any of the safeguards in Condition 13 or you, or any Authorised User, showed serious disregard in taking reasonable care to follow any of them,

and in any of these cases, we may debit the Account with the amount of the transaction, together with any charges arising as a result of that transaction.

15.2 Conditions 15.1(c) and 15.1(d) will apply only to transactions made on the Account on or after 1 January 2010.

15.3 You are not liable for any unauthorised use of a Card, PIN, PAC or any Personal Security Information in any of the following circumstances:

(a) Before you (or the relevant Authorised User) receive it; or

(b) After you have (or an Authorised User has) notified us of its loss, theft or unauthorised use under Condition 14;

(c) If we have failed to put in place the relevant means given in Condition 14 for you (or an Authorised User) to notify us of its loss, theft or unauthorised use;

(d) If the unauthorised use of it relates to the purchase of goods or services by way of a distance contract.

For the purpose of this Condition 15.3 'distance contract' means any non-business related contract entered into by you or an Authorised User online or by post (including mail order), email, fax, telephone or tele-shopping, unless the purchase relates to land or financial services, or is made using vending machine, a public pay phone or an auction.

15.4 You are not liable for any unauthorised use of a cheque-book on the Account in the following cases:

(a) before you (or the relevant Authorised User) receive it; and

(b) after you have (or the relevant Authorised User has) notified us of its loss, theft or unauthorised use under Condition 14.

15.5 Where a Card, PIN, PAC, Personal Security Information or a cheque-book on the Account is used without your authority (or an Authorised User's authority) by someone else in circumstances other than those in Condition 15.3 or 15.4 (as applicable), then we may debit up to £50 to the Account, unless any of the circumstances in Condition 15.1 applies in which case you will be liable for the full value of the transaction.

16. Our responsibility for unauthorised and incorrect payments on the Account

16.1 Unless any of the circumstances listed in Condition 15.1 applies, if you notify us (in accordance with Condition 14.2) that a withdrawal or payment instructed on the Account has not been authorised by you then, after conducting any appropriate investigation into the payment in question, we will:

(a) promptly refund the Account with the amount of any unauthorised payment taken from it; and

(b) promptly refund the Account with any fees and/or interest we may have charged in connection with the unauthorised payment. We will also credit the Account with lost interest that would have accrued on the amount of the unauthorised payment.

16.2 If you dispute that you have carried out a transaction on the Account using your Card, cheque-book, telephone, postal or fax services, or that you have used them to access related services, we will expect you to co-operate with us and the police in any investigations. We may give the police any information we consider relevant. We will have the burden of proving any allegation of fraud or that you showed serious disregard to take reasonable care to follow any of the safeguards listed in Condition 13, or that the Card has been received by you.

16.3 If you notify us (in accordance with Condition 14.4) that a payment you instructed us to pay into or from the Account has not been paid or has been paid incorrectly, after conducting any appropriate investigation into the payment in question, then we will:

(a) promptly refund to the Account with sufficient money to ensure that the Account does not suffer a loss as a result of the failed or incorrect payment;

(b) promptly refund the Account with any fees and/or interest we may have charged or you may have lost in connection with the failed or incorrect payment; and

(c) if you ask us to, make immediate efforts to trace the failed or incorrect payment and to notify you of the results of that action,

(d) where the instruction involves us requesting payment from a third party, immediately re-transmit the correct payment instruction to the bank (or other financial institution) from whom the failed or incorrect payment is due.

unless:

(i) any of the circumstances listed in condition 15.1 applies, or

(ii) in the case of failed or incorrect payments from the Account, we can demonstrate to you that the recipient's bank (or other financial institution) received the correct payment in full within the relevant timescale for the payment in question, as set out in Condition 5.10, 5.12 or 5.13 (as the case may be), or

(iii) if the cause of the failed or incorrect payment is because you provided us with the wrong Payment Unique Identifier in accordance with Condition 5.3 or Deposit Unique Identifier in accordance with Condition 4.4.

16.4 Where the cause of the failed or incorrect payment into, or out of, the Account is due to the incorrect Deposit Unique Identifier or Payment Unique Identifier (as applicable) being used, we will use reasonable efforts to recover any money paid out of the Account or not paid

into the Account (as the case may be) as a result of the failed or incorrect payment. We may charge you our reasonable cost in seeking to recover any such money.

17. Payee initiated refunds and incorrect or unauthorised payments

17.1 Unless Condition 17.3 or 17.4 applies, you may request us to refund a debit card payment or direct debit, if all of the following conditions below are satisfied:

(a) At the time you authorised the payment, the person you agreed to pay did not tell you the exact amount of the payment in question;

(b) The amount of the payment in question was higher than what you reasonably expected to pay;

(c) We agree that the amount of the payment was more than you reasonably expected, taking into account your previous spending patterns, any relevant Conditions in this Agreement (including any spending limits on the Account) and any other relevant circumstances, and we may ask you to provide such information as is reasonably necessary for us to assess this; and

(d) You ask us to make the refund within eight weeks of the date the payment is taken from the Account.

17.2 If you make a request for a refund under Condition 17.1 then we will, within 10 Business Days of the date we receive that request (or, if we ask for more information under Condition 17.1(c), within 10 Business Days of the date we receive that information) either:

(a) refund the payment in full; or

(b) tell you that we do not agree to the refund, the reason(s) why and to whom you can complain if you do not accept our refusal.

17.3 You are not entitled to a refund under Condition 17.1 where:

(a) you have given us consent directly to make the payment; and

(b) if applicable, we (or the person you agreed to pay) have given you sufficient information on the payment in question within four weeks of the due date of that payment.

17.4 You are not entitled to a refund under Condition 17.1 if the reason that the payment in question was higher than what you reasonably expected to pay is due to a change in any currency exchange rate specified in our provision of services letter.

17.5 Neither of Condition 17.3, nor Condition 17.4 limits any of your rights under the Direct Debit guarantee scheme.

18. Variation of Terms and Conditions and changes in Interest/Exchange Rates and Charges

18.1 We may change any of these Conditions (including any interest rate, exchange rate or any charges), or change any of the documents forming part of these Conditions (including introducing any new charges), for one or more of the following reasons:

(a) To conform with or reflect any legal, regulatory or code of practice requirements or industry guidance, such as recommendations of the Financial Services Authority;

(b) To reflect any decision or recommendation by a court or the Financial Ombudsman Service;

(c) To provide for the introduction of new or improved systems, methods of operation, services or facilities;

(d) To reflect changes in the cost of providing a service to you, including direct costs we are required to pay others;

(e) To reflect changes in market conditions, including any change in money market interest rates;

(f) To reflect changes in technology;

(g) To make them clearer or more favourable to you;

(h) To rectify any mistake that might be discovered in due course; or

(i) For any other valid reason.

18.2 If we change any of these Conditions or any of the documents forming part of these Conditions, we will give you:

(a) at least two months' personal notice of any change to a Condition that relates to any deposit, withdrawal or payment service that we provide on the Account; or

(b) at least 30 days' personal notice of a change to any other Condition that is to your disadvantage. Otherwise we will give you notice within 30 days of making that change.

18.3 Condition 18.2 does not apply to:

(a) any change to an interest rate which is:

(i) either to your advantage; or

(ii) based on an independent index (such as in the case of interest rates which track the Bank of England base rate) (a 'Reference Rate Change'); or

(b) a change to any interest rate charged in respect of unarranged overdrafts arising on the Account; or

(c) any currency exchange rates applied to foreign currency payments you ask (or any Authorised User asks) to make on the Account,

and the following provisions of this Condition 18 shall apply to them instead.

18.4 We may make any Reference Rate Change or make a change to an interest rate which is to your advantage without giving you advance notice. In these circumstances, we will notify you of the change by:

(a) putting a notice in the Guardian and Daily Telegraph newspapers and on our website within three Business Days of the change; or

(b) telling you in your next account statement of such change, where that statement is due within 30 days of such change; or

(c) by giving you written notice of the change within 30 days of such change.

18.5 We may change interest rates that are charged in respect of unarranged overdrafts arising on the Account by telling you personally within seven Business Days of the change.

18.6 The following terms govern changes to exchange rates applied to foreign currency payments requested on the Account:

(a) Our sterling to euro or US dollar exchange rates fluctuate from time to time as a result of exchange rate market conditions. Our current sterling to euro or US dollar rates are available on our website (www.caterallen.co.uk) or on request by telephoning us on 0800 092 3300; and

(b) We do not set the exchange rate for all other currencies. Instead we purchase the relevant currency from the Royal Bank of Scotland at the time you ask us to make the payment using their standard commercial exchange rate. Accordingly, we do not make any changes to these exchange rates. However, if we decide to purchase currency in respect of the Account using any rate other than the Royal Bank of Scotland's standard commercial exchange rate, we will give you two months' notice of that change.

18.7 If you are not happy with any of the changes to these Conditions you are free to close the Account immediately by telling us at any time during the notice period we give you for the change, and we will not charge you for closing the Account in these circumstances. If you do not notify us that you are unhappy with any changes to these Conditions before the end of the relevant notice period, you will be treated as accepting the change. In the event that you choose to close the Account, you must repay any overdraft, interest, charges or other outstanding amounts on the Account that you incur before the Account is closed.

18.8 Any written notice to you required under this Condition 18 will be sent to the contact nominated to receive notices from us, at the address specified on the Account application form.

19. Our liability to you

19.1 Except as stated otherwise under any other of these Conditions, we will be liable to you for any direct loss resulting from our negligence or any failure, delay or error in carrying out your instructions.

19.2 Except as stated otherwise under any other of these Conditions, we will not be liable to you for:

(a) loss of business, goodwill, opportunity or profit;

(b) any type of special, consequential or indirect loss whatsoever; or

(c) loss caused as a result of any use by you of an account aggregation service provided by someone else.

19.3 We will not be liable to you for any loss you may suffer due to:

(a) any delay or failure by us to provide any deposit, withdrawal or payment service on the Account, which occurs as a result of any abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite our efforts to avoid it; or

(b) any delay or failure by us to provide any other services to you under these Conditions, which occurs as a result of any causes beyond our reasonable control (and for the purpose of this Condition 19.3(b) such causes shall include, but are not limited to, strikes, industrial action, postal delays or the failure or slow running of equipment or power supplies).

19.4 Where we refuse to carry out or allow any deposits, withdrawals or payments on the Account in accordance with our rights to do so under these Conditions then we will not be liable to you for any loss you may suffer as a result.

19.5 For the avoidance of doubt, we will have no liability to any Authorised User on the Account.

20. Use of your information

20.1 You consent to us using your information and shall procure that each Authorised User consents to us using their personal information for those purposes set out in the Data Protection Statement in the Account application form. We will only use and disclose that information in accordance with that Data Protection Statement, or for other purposes provided we have obtained your or the relevant Authorised User's consent to such other purposes.

20.2 We will not reveal your or any Authorised User's name and address or details about the Account to anyone, including other companies in our group, other than in the following six exceptional cases when we are allowed to do this by law:

(a) If we have to give the information by law;

(b) If there is a duty to the public to reveal the information;

(c) If our interests mean we must give the information (for example, to prevent fraud). However, we will not use this as a reason for giving information about you, an Authorised User or the Account (including any names and addresses) to anyone else including other companies in our group, for marketing purposes;

(d) If you ask us to reveal the information, or if we have your permission;

(e) In accordance with Condition 2.7, (disclosure to designated professional advisers); or

(f) In accordance with Condition 5.14 (disclosures to recipient banks).

21. Notices

21.1 Any notice under these Conditions must be given as follows:

(a) To us at Cater Allen Private Bank, 9 Nelson Street, Bradford, BD1 5AN, or Cater Allen Private Bank, 2 Triton Square, London, NW1 3AN; and

(b) To you using the most recent address you have given us. We may ask you to confirm any change of address in writing.

22. General

22.1 We may transfer any of our rights and obligations under these Conditions to any other company or person. Any such transfer will not affect your rights under these Conditions.

22.2 You may not transfer your rights or obligations under these Conditions to anyone else.

22.3 Our relationship is with you. We will not recognise the interest or claim of any other person (including any Authorised User), unless we are required to do so by law.

22.4 If we choose not to exercise rights under these Conditions against you we can still do so later.

23. Governing law

23.1 This agreement (and to the extent applicable, our relationship with you before you open the Account) and any non-contractual obligations arising out of or in relation to the agreement will be governed by, and interpreted in accordance with, the laws of England and the English Courts will have exclusive jurisdiction.

24. Important information

24.1 Cater Allen Private Bank is the name used for banking services provided by Cater Allen Limited. Registered Office: 2 Triton Square, Regent's Place, London, NW1 3AN. Registered in England number 383032. Authorised and regulated by the Financial Services Authority, except in respect of its consumer credit products for which Cater Allen Limited is licensed and regulated by the Office of

Fair Trading. FSA registration number 178737. Cater Allen Limited is one of the Santander group of companies. Cater Allen and the flame logo are registered trademarks.

24.2 All deposits with Cater Allen Limited are fully guaranteed by Santander UK plc. Please contact us if you require further details of this guarantee.

24.3 We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors – including most individuals and small businesses – are covered by the scheme.

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

For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim) please call us on 0800 092 3300, refer to the FSCS website www.FSCS.org.uk or call the FSCS on 0800 678 1100. Please note that **only** compensation related queries should be directed to the FSCS.

24.4 These Conditions are available only in English and all communications from us will be made in English and Cater Allen Bank will only accept communications and instructions from you in English.

24.5 A copy of our complaints procedure is available on our website or by calling us on 0800 092 3300. If you ever have cause to complain please contact us, either by telephone or by writing to us at Cater Allen Private Bank, 9 Nelson Street, Bradford, BD1 5AN. We will try to resolve your complaint straight away, but if this isn't possible we will acknowledge it within five working days, and aim to send you our final response within eight weeks.

If you remain dissatisfied after we have issued a final response, or if we have not sent you a final response within eight weeks, you can contact the Financial Ombudsman Service (FOS). Details of how to complain to the FOS are available at: www.financial-ombudsman.org.uk or you can write to them at South Quay Plaza, 183 Marsh Wall, London E14 9SR. Further information about this service will be provided with our final response letter.

24.6 We participate in a scheme aimed at helping you track down any lost or dormant accounts. If you believe you have lost or forgotten about a bank account you hold with us, you can find out more about the scheme by:

(a) telephoning us on 0800 092 3300; or

(b) going to http://www.mylostaccount.org.uk where you can either complete an online request, or download a dormant account form from the site and send it to us at Cater Allen Private Bank, 9 Nelson Street, Bradford, BD1 5AN.

24.7 We do not appoint agents to introduce customers to us even though commission may be paid to professional advisers who introduce business. We accept no responsibility for information or advice which might be given by a third party.

24.8 To help us improve our service, we may record or monitor telephone conversations with you and with Authorised Users.

Cater Allen
PRIVATE BANK

Cater Allen Private Bank is able to provide literature in alternative formats. The formats available are: Large Print (as recommended by RNIB), Braille, Audio Tape and PC Disk. If you would like to register to receive correspondence in an alternative format please contact us on 0800 092 3300. For the hard of hearing and/or speech impaired please use the Typetalk service via 18001 0800 092 3300.

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