

TERMS AND
CONDITIONS OF
THE PRIVATE
BANK ACCOUNT



UNION
FINANCIAL

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These Conditions, together with all appropriate information which we give you before you open your Account, which will include details of the key features of your Account, set out the contract between Cater Allen Private Bank, and you, for the conduct of your Private Bank Account. These Conditions will apply to all payments into and out of your Account unless stated otherwise. In these Conditions, 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. References to 'Account' means your Private Bank 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.

These Conditions may be varied by us (see Condition 17) 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, 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. For joint Account holders, any additional service, facility or benefit must be at the request of all of you.

You have 14 days in which to cancel the Account if you should change your mind. In accordance with the Financial Services Authority (FSA) Banking Conduct of Business (BCOBs), if within 14 days of receipt of the welcome pack confirming that your Account has been opened, you contact us at Cater Allen Private Bank, 9 Nelson Street, Bradford, BD1 5AN to inform us that you wish to cancel, we will close the Account and within 30 days of such cancellation give you back all the money in your Account and any interest it has earned, as at the date of cancellation.

1. Opening an Account, your authority to us, and changing your details

- 1.1 Before you open the Account and at any time thereafter, we will provide you with all the appropriate information which will include a Private Bank Account Fact Sheet, a Private Bank Account Banking Tariff and an interest rate sheet providing the following information:
 - (a) the minimum initial deposit and minimum balance that applies to your Account;
 - (b) the main ways in which you can pay money into and make payments from your Account

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- and the main ways in which you can transfer money to and from other Accounts;
- (c) details of the interest rate applicable to the Account, including details of when interest will be credited to the Account;
 - (d) the card and internet services available to you in relation to the Account; and
 - (e) details of applicable transaction charges, overdraft charges and overdraft interest rates.
- 1.2 You authorise us to carry out all instructions given by telephone, fax or post, providing that such instructions are given in accordance with the current mandate to operate the Account. We may act upon such instructions immediately and without further enquiry unless we have cause to be suspicious as to the nature and/or content of the request. Please note though that where instructions are given by fax, we may telephone you to confirm your instructions and security details before accepting those instructions.
- 1.3 For security reasons, it is a condition of your Account, that we are satisfied of your identity (or the identity of any person requesting a transaction on the Account holder's behalf). Accordingly, we will be entitled not to act on your instructions if we are in doubt as to your identity or the identity of any person requesting a transaction on the Account (see further Conditions 2.2 and 3.8).
- 1.4 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.
- 1.5 You must let us know as soon as possible when you change your:
- name
 - address
 - phone number
 - email address (if this is how we communicate with you).
- If we do not hold the correct details for you then we may make your Account dormant to protect us both.
- 1.6 It is not Cater Allen Private Bank's normal policy to allow anyone under the age of 18 to open an Account.

2. Deposits

- 2.1 You can deposit money into your Account electronically, for example by using same day electronic transfers, the Faster Payment Service or through the Clearing House Automated Payment System ("CHAPS"), which is part of the Telegraphic Transfer (TT) group of payment

types. You can also deposit money into your Account 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.

- 2.2 We may refuse to make any deposit to your 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;
 - (c) if by doing so, 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 your 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 day in which we received your deposit request.

- 2.3 Cheques will become out of date 6 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.
- 2.4 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.
- 2.5 In order to pay money into your Account, you (or the person paying money in on your behalf) need to provide us with the following details (a "Deposit Unique Identifier"):
- (a) for cash deposits made using a sterling Bank Giro Credit slip, the account number, sort-code of your Account and the value of the cash you are depositing. You must ensure that the value of this 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, BACS payments and the Faster Payment Service, the Account number and sort code of your Account;
 - (c) for an international transfer of funds into your Account, the Royal Bank of Scotland

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SWIFT/BIC Code and the IBAN and the account number for your Account (see our fact sheet on making foreign payments into your account for further information);

- (d) for Direct Debits and Standing Orders into your Account, the account number and sort-code of your Account; or
- (e) for cheques, the account number and sort code of your Account. Please note that cheques must be made payable to the account name for which they are destined. To protect Account holders from fraud, cheques made payable to Cater Allen Ltd or Cater Allen Private Bank will not be accepted.

2.6 If you give us a deposit instruction by any of the ways listed in Condition 2.5, you will be consenting to us placing that deposit into your Account. Any information other than that set out in Condition 2.5 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 14.3 and 14.4 for more details as to our responsibility to you in these circumstances).

2.7 Provided that deposits are correctly identified as set out in Condition 2.5, then:

- (a) funds deposited by CHAPS transfer:

- (i) that are received by us before 4pm will be credited to your 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 your Account and made available to you on the next Business Day.

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

- (b) 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 on the next day (including non-Business Days). Interest will be earned on the deposit from the same day that the money is credited to the Account.

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

- (d) funds deposited in cash in sterling at a branch of the Royal Bank of Scotland will be credited to your 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 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 your 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.

- (e) Subject to Condition 2.8, 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, after the date 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 your Account. For cheques sent by post, timescales will apply from the day we receive the cheque.

- (f) Subject to Condition 2.8, 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 Sterling Cheque paid in	Day Interest Earned	Day Funds Available
Monday	Wednesday	Friday
Tuesday	Thursday	Monday*
Wednesday	Friday	Tuesday
Thursday	Monday	Wednesday
Friday	Tuesday	Thursday

* 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 following the date the cheque was paid in to your Account.

- (g) Sterling bankers drafts and sterling counter cheques will be treated in the same manner as cheques paid into your Account.

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(h) For all non sterling cheques:

- (i) In order to 'clear' the cheque and collect the money to deposit into your 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 your Account Mandate.
- (ii) When we negotiate a cheque we will convert the currency amount to the Account's currency and credit your Account within 8 Business Days. If the cheque is subsequently returned unpaid we will debit your Account with the amount we have credited to it as well as any interest we have paid to you on it.
- (iii) When we send a cheque for collection your Account will be credited only when we receive the funds from the bank on which the cheque is drawn, which can take up to 8 weeks.
- (iv) If you pay a cheque into your Account that is not in the same currency as your Account, we will convert it into the Account's currency at our current currency conversion rate for that type of transaction.
- (v) We will charge a fee for negotiation or collection of the cheque (see the Private Bank Account Banking Tariff for details).

We will remind you of the fees when you pay the cheque into your Account and will send you a letter detailing the actual fees and exchange rates used once the payment reaches your Account.

2.8 Unpaid Items

- (a) The balance shown on your 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 your 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 your Account falls below any minimum balance that applies to your Account. You may also incur a charge and interest if it overdraws your Account.

2.9 Charges for payments into your Account

- (a) We charge for accepting certain types of payments you may receive on your Account, please see our Private Bank Account 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 Condition 2.9 will be charged separately and we will not take that charge from the relevant

payment due into your Account. All such charges will be identified separately on your Account statement.

3. Withdrawals and payments

3.1 You can instruct us to make a withdrawal or payment from your Account by:

- (a) giving us a written instruction signed by you;
- (b) using any card and Personal Identification Number ("PIN") issued by us for use in relation to your Account;
- (c) using your card and PIN at a cash machine that accepts your card;
- (d) telephoning us on 0800 028 3744 and completing successfully all requested security procedures; or
- (e) if you have registered for Cater Allen's Internet Banking Service you can also set up electronic payments (such as a Standing Order) on your Account by instructing us to do so via our secure password protected website.

3.2 When you give us a payment instruction, you (or a person authorised to make a payment instruction on your behalf) must provide us with the following information (a "Payment Unique Identifier") comprising:

- (a) for withdrawals from a cash machine, your PIN;

- (b) for electronic transfers (such as CHAPS) of funds, the account number and sort-code of the person you want to pay;

- (c) for an international transfer of funds from your 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 your 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 your Account, the account number and the sort-code of the person you want to pay;

- (f) for Internal Account transfers from your Account, the account number of the person you want to pay; and

- (g) for a cheque or a bankers draft, the account name of the person you want to pay.

3.3 If you give us a withdrawal or payment instruction by any of the ways listed in Condition 3.1, you will be consenting to us taking that withdrawal or making that payment from your Account. Any information other than that set out in Condition 3.2 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

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- from your Account that occur as a result of you giving us an incomplete or incorrect Payment Unique Identifier (please see Condition 14.3 and 14.4 for more details as to our responsibility to you in such circumstances).
- 3.4 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;
 - (d) if these Conditions state otherwise.
- 3.5 A minimum balance applies to your Account. If the balance of your Account is below it during any statement month a fee may be charged (see the Private Bank Account Banking Tariff for more details).
- 3.6 Details of this feature of your Account can be found in the Account fact sheet provided to you before you opened the Account and at any time thereafter upon request by you.
- 3.7 If you have a VISA Deferred-Debit Card you can also withdraw cash from any cash machine displaying the VISA logo, use the card to set up a continuous payment authority or use 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 10 and 11 for more information).
- 3.8 We may refuse to allow any withdrawal, or to make any payment, from your Account, if:
- (a) you do not have sufficient money in it, or sufficient unused overdraft remaining on your Account to cover the payment;
 - (b) we believe or suspect it may place us in breach of any legislation or law;
 - (c) by doing so, we would compromise our security measures or it would otherwise be unlawful;
 - (d) we believe or suspect it relates to fraud or any other criminal act;
 - (e) In relation to a payment instruction we are unable to make the payment within the specified time limits; or

(f) you are in breach of any of these Conditions, and if we refuse to allow any withdrawal, or to make any payment, from your 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

by the end of the next Business Day following the Business Day on which we received your withdrawal or payment request.

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

3.10 Revoking Instructions and Stopping Payments

Except in the case of Standing Orders or Direct Debits (please see Condition 3.20) and

cheques (please see Condition 3.21(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.

3.11 Payment Execution Times – General

Save in respect of the payment execution times listed at Conditions 3.12, 3.13 or 3.14, all payments that you request us to make on your 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.

3.12 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

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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 3.18 for details.

3.13 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 your Account before 2.30pm;
- (ii) a same day settlement euro payment by made either through telegraphic transfer SWIFT from your Account before 2pm; or
- (iii) a same day settlement US dollar payment made either through SWIFT from your 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 3.13(b) are all met.

(b) The requirements referred to in Condition 3.13(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 your Account mandate.

- (c) In the event that we receive your instruction to make any of the payments referred to at Condition 3.13(a) above after the payment's applicable cut-off time, but all the conditions at Condition 3.13(b) are otherwise met, such payment will be sent by us and received by the recipient's bank on the next Business Day.

3.14 Payment Execution Times – Standard CHAPS and SWIFT payments.

If you ask us to make any CHAPS or Swift payment not listed at Condition 3.13(a), then the provisions of Condition 3.11 or 3.12 (as applicable) shall apply.

3.15 Information to recipient banks

In connection with certain electronic payment transactions and in respect of certain currency drafts (please see Condition 3.19 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.

3.16 Payment Charges

- (a) This Condition 3.16 does not apply to any Non-EEA Payments you ask us to make

or receive on your Account. Condition 3.18(c) shall apply to charges for Non-EEA Payments instead.

- (b) We charge for certain types of payment available on your Account, please see our Private Bank Account 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 3.16(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 3.16(b) will be identified separately on your Account statement (please see Condition 7 for more details of statements on your Account).

3.17 Payment Currency Conversions

- (a) If you instruct us to make a payment from your Account in a currency different to the currency of your 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:
 - (A) 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

- (B) 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 your Account statement.
 - (c) We will debit your Account with the amount of the payment as converted in accordance with Condition 3.17(a) and any charge we make for the currency conversion, unless you have agreed that the charge will be paid in another way.

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3.18 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 of 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 3.18(c)(ii) above) then we will debit your 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 14.3 and 14.4 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 your 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

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- 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 your Account to cover the payment and relevant charges.
- (g) The following Conditions shall not apply to Non-EEA Payments: 3.11, 3.16, 14 and 15.

3.19 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 your 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 your Account.
 - (ii) The refund can only be made after:
 - (A) 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
 - (B) 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.

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3.20 Automated Payments – Standing Orders and Direct Debits

- (a) Automated payments from your 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 your 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 that you are paying and not telling us, but they will need longer to cancel it.

3.21 Cheques

- (a) When you use a Cater Allen cheque, we will work out interest on your 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;
 - (ii) you give us sufficient details; and
 - (iii) you have not used your VISA Deferred-Debit Card to guarantee payment of the cheque.
- (d) A charge applies for “stopping” cheques (see the Private Bank Account Banking Tariff for more details). We cannot “stop” a bankers draft or counter cheque you have asked us to draw for you.

4. Interest and charges

- 4.1 Interest is calculated daily at our published or agreed rates and will be added to your Account at the frequency and on the days set out in the Account fact sheet provided to you before you opened the Account. Such information is also available upon request.
- 4.2 We will tell you the interest rate that applies to your Account. Details of our current interest rates and charges are available on our website (www.caterallen.co.uk) and by calling us on 0800 028 3744.
- 4.3 Our Private Bank Account Banking Tariff sets out our charges for day-to-day services and we will provide you with a copy of our Private Bank Account Banking Tariff before you open your Account and at any time afterwards on request. We will tell you about any changes in the Private Bank Account Banking Tariff in accordance with Condition 17. We will also tell you about any charge for a service related to your Account that is not in our Private Bank Account Banking Tariff. We will do this on request or before or when we provide the service to you.
- 4.4 We may change our interest rates, exchange rates and our day-to-day charges (including introducing new charges) applicable to your Account in accordance with Condition 17.

5. Ongoing eligibility for the Private Bank Account

- 5.1 We reserve the right to review your Private Bank Account and if during the previous year the aggregate of monies on deposit with Cater Allen Private Bank is below the Private Bank Account minimum deposit threshold (presently £100,000), we reserve the right to change your Account to a Sterling Bank Account, as a result of which all benefits particular to the Private Bank Account may be removed. This will include possible withdrawal of the American Express® Platinum Charge Card facility and of the higher interest rates for monies on deposit.
- 5.2 You may close your Account at any time by giving us notice so long as it is in accordance with your Account mandate.
- 5.3 We may close your Account without giving you any reason. If we decide to do this we will give you at least 2 months' notice except where you are in breach of any of these Conditions and we decide to close your Account as a result. For these purposes a breach of these Conditions includes the following:
 - (a) we believe you are no longer eligible for the Account;

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- (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.

5.4 If your Account is closed for any reason, you must pay us any amounts you owe us. These Conditions will continue to apply to your Account until all cheques drawn on it, all other amounts you owe on it have been paid, and all cards and chequebooks have been returned to us.

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

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

6. Taxation

6.1 We pay interest after we have deducted the basic rate of income tax, as set by HM Revenue & Customs. If you have completed the required

registration interest will be paid without income tax being deducted. If too much income 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 income tax to HM Revenue & Customs.

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

6.3 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 your Account.

7. Statements

7.1 We will send you statements for your Account at regular intervals as detailed on the relevant Account fact sheet. You can request that we reduce the frequency we send you statements as set out in the Private Bank Account fact sheet. If the existing or your amended regular statement intervals are longer than one month, we can send you statements for your Account at monthly intervals upon request for no extra charge by phoning us on 0800 028 3744, or you can use our internet banking service to view transactions on your Account at any time. If we issue you with a VISA Deferred-Debit Card on your Account, you will be sent monthly statements for that Account.

7.2 In the case of joint Accounts we will send one statement to you all unless you tell us in writing that you each require separate statements.

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

8. Joint Accounts

8.1 Up to four people may hold an Account in joint names (a "Joint Account"). If so:

(a) All of you will be liable (individually and together) for any money due to us in relation to your Joint Account including an overdraft balance regardless of whether it is incurred by you or by the other Joint Account holders; and

(b) Where any cards or chequebooks are issued on the Joint Account, or you access the Joint Account via telephone, internet or other remote access channels each of you is authorised to operate the Joint Account on your own, without the need for us to obtain the other Joint Account holders' approval of any instructions or requests from any of you, including to close the Joint Account.

8.2 Where we require instructions in writing, those instructions must be given in accordance with the Joint Account mandate.

8.3 None of you may allow any other to use your cards, PIN or Personal Access Code ("PAC").

8.4 We will normally send notices to only one of you unless you request otherwise and subject to 8.5.

8.5 Your and your Joint Account holder's right to operate the Joint Account is conditional upon us not receiving any notice of dispute between you and the Joint Account Holder. If one of you tells us of a dispute between the Joint Account holders, we may treat this as a notice of cancellation of the authority by all of you to operate the Joint Account on your own in which case:

(a) any instruction on your Joint Account (including payments by Standing Order or Direct Debit) will need the authority of all of you;

(b) we may suspend certain services on your Account including Internet Banking;

(c) we may require the return of any chequebooks and/or cards on the Joint Account. Until all of the cards and chequebooks are returned, all transactions will continue to be deducted from the Joint Account; and

(d) you will remain liable to us individually and together for your Joint Account.

8.6 We will only remove a person from the Joint Account at the request of all of you, all cards and chequebooks are returned from the Joint Account holder who is to be removed and as long as the Joint Account is in order and we are satisfied that the continuing Joint Account

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holder(s) are of sufficient financial standing to operate the Joint Account.

- 8.7 If one of you dies, the Joint Account will continue in the name(s) of the survivor(s).
- 8.8 Further information on operating a Joint Account is provided to you when you open a Joint Account. If you require further information, please contact us.

9. Cards

You may apply for a VISA Deferred-Debit Card and/or an American Express® Platinum Charge Card to be issued to you.

Separate Terms and Conditions apply to the use of these cards. A copy of the relevant card Terms and Conditions will be provided when you apply for a card.

By applying for the American Express Platinum Charge Card you are agreeing that for the purposes of administration of the American Express Platinum Card, Cater Allen Private Bank can pass to and receive from American Express any personal and financial information it holds about you.

The American Express Platinum Card annual membership fee (presently £300) payable to American Express will be waived in the first year.

If the spend on the card is less than £12,000 in the first year, the annual membership fee will be charged in the following year if you wish to retain the card.

If the spend on the card is £12,000 or more in the first year then the membership fee will be waived in the second year. The membership fee will be payable for each subsequent year that the card is held.

In the event that your Private Bank Account is changed to a Sterling Account (in accordance with Condition 5.1) and the American Express Platinum Card facility is withdrawn, American Express will have a right to offer an alternative American Express Card which will be independent of and not associated with Cater Allen Private Bank.

10. Issue and use of cards, chequebooks, telephone, postal and fax services and personal security information

- 10.1 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 your Account when you operate it by card, telephone, post or fax.

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- 10.2 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.
- 10.3 If we make any change to the security procedures on your Account (such as to your PIN or other Personal Security Information) we will notify you of that change in accordance with Condition 10.9.
- 10.4 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 you to choose) any numbers or other information (including PINs and PACs) that you will need in order to use the services securely and to ensure your privacy ("Personal Security Information"). 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 your Account, we will issue you with a PAC that is personal to you. This will be used for security purposes when you contact us or we contact you by telephone. If you do not use your PAC you will not be able to access your 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 your 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.
- 10.5 The care of your chequebooks, cards and Personal Security Information is essential to help prevent fraud and protect your Account and it is a condition of your Account that you follow the safeguards set out in Condition 11.
- 10.6 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.
- 10.7 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 12.2 and, if you ask us, we will give you more details to help you identify the transaction. In some cases, we will need you to give us confirmation or evidence that you have not authorised the transaction.
- 10.8 Telephone, postal and fax services
- (a) If we believe that you may not have properly authorised a telephone, postal or fax

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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 provisions of Condition 2.2 or 3.8 (as applicable) shall apply.

- (b) We may insist on you confirming any telephone or fax instruction in conventional written form. Without limiting our right under Condition 10.8(d), we need not wait for such confirmation before acting on the instruction.
- (c) We will act on instructions which are fax copies of a signed document;
- (d) 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; and
 - (ii) to be careful not to let other people see or hear your details if you are on a telephone in a public place.

10.9 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 your Account, for example where there have been too many unsuccessful attempts to use it to gain access to your Account or related services. If we do this:
 - (i) we will, subject to Condition 10.9(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 028 3744 (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 reactivate 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 10.9(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.

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

11.1 The care of your chequebooks, cards, PINs, PAC, passwords and selected personal information is essential to help prevent fraud and protect your 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 chequebooks 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 someone with whom you share a joint Account);
- (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 ANYONE IN POSSESSION OF YOUR CARD WHO KNOWS THE PIN CAN GAIN ACCESS TO YOUR 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 your 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 your Account and related services securely

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and privately. Any instructions we give you will reflect good security practice.

- 11.2 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 Visa Deferred-Debit Card 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.
- 11.3 The following additional safeguards apply to your use of our telephone services:
- (a) only enter your PAC on your telephone keypad when you are requested to do so;
 - (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 of your Account under our telephone service, then you must notify us as soon as possible by telephone on 0800 028 3744. We will not act on any further

instructions received from you until the security of your Account and your use of the telephone service has been satisfactorily re-established.

12. Notifying us of problems on your Account

- 12.1 Loss or theft of cards, PIN, PAC, any other Personal Security Information or of your chequebook
- (a) If you think your card 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 028 3744 between the hours of 7.00am and 11.00pm 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 chequebook 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 028 2435.

12.2 Unauthorised withdrawals or payments on your Account

If you believe that any withdrawal or payment made on your Account was not authorised by you (or any other person permitted to authorise withdrawals or payments from your Account), then you must notify us as soon as possible either by telephoning: on 0800 028 3744 or if you call from overseas +44 (0)114 228 2435 or writing to us at Cater Allen Private Bank, 9 Nelson Street, Bradford, BD1 5AN.

12.3 As soon as we receive your notification under Condition 12.1 or 12.2 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 on your Account.

12.4 Incorrect payments from your Account

If you believe that any withdrawal or payment made from your 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 028 3744 or if you call from overseas +44 (0)114 228 2435 or writing to us at Cater Allen Private Bank, 9 Nelson Street, Bradford, BD1 5AN.

13. Your liability

13.1 You will be liable for any transaction on your Account:

- (a) where you have authorised the transaction or the access to or use of the services used in making the transaction;
- (b) where we can show you have acted fraudulently;
- (c) subject to Condition 13.2, after becoming aware, you delayed 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 13.2, if you fail 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 deliberately failed to follow any of the safeguards in Condition 11 or you showed serious disregard in taking reasonable care to follow any of them,

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

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13.2 Conditions 13.1(c) and 13.1(d) apply only to transactions made on your Account on or after 1 January 2010.

- 13.3 You are not liable for any unauthorised use of your card, PIN, PAC or any Personal Security Information in any of the following cases:
- (a) before you receive it;
 - (b) after you have notified us of its loss, theft or unauthorised use under Condition 12;
 - (c) if we have failed to put in place the relevant means given in Condition 12 for you to notify us of its loss, theft or unauthorised use; or
 - (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 13.3 “distance contract” means any contract entered into by you 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.

- 13.4 You are not liable for any unauthorised use of your chequebook in the following cases:
- (a) before you receive it; and
 - (b) after you have notified us of its loss, theft or unauthorised use under Condition 12.

13.5 Where your card, PIN, PAC, Personal Security Information or your chequebook is used without your authority by someone else in circumstances other than those in Condition 13.3 or 13.4 (as applicable), then we may debit up to £50 to your Account, unless any of the circumstances in Condition 13.1 applies in which case you will be liable for the full value of the transaction.

14. Our responsibility for unauthorised and incorrect payments on your Account

- 14.1 Unless any of the circumstances listed in Condition 13.1 applies, if you notify us (in accordance with Condition 12.2) that a withdrawal or payment instructed on your Account has not been authorised by you (or any other person authorised to make a withdrawal or payment from your Account) then, after conducting any appropriate investigation into the payment in question, we will:
- (a) promptly refund your Account with the amount of any unauthorised payment taken from it; and
 - (b) promptly refund your Account with any fees and/or interest we may have charged in connection with the unauthorised payment. We will also credit your Account with lost interest that would have accrued on the amount of the unauthorised payment.

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- 14.2 If you dispute that you have carried out a transaction on your Account using your card, chequebook, 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 11, or that the card has been received by you.
- 14.3 If you notify us (in accordance with Condition 12.4) that a payment you instructed us to pay into or from your 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 your Account with sufficient money to ensure that your Account does not suffer a loss as a result of the failed or incorrect payment;
 - (b) promptly refund your 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-transit 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 13.1 applies, or
 - (ii) in the case of failed or incorrect payments from your 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 3.11, 3.13 or 3.14 (as the case may be), or
 - (iii) if the cause of the failed or incorrect payment is because you (or another person who is authorised to instruct us to make payments on your Account) provided us with the wrong Payment Unique Identifier in accordance with Condition 3.2 or Deposit Unique Identifier in accordance with Condition 2.5.
- 14.4 Where the cause of the failed or incorrect payment into, or out of, your 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 your Account or not

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paid into your 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.

15. Payee initiated refunds

- 15.1 Unless Condition 15.3 or 15.4 applies, you may request us to refund a debit card payment or direct debit, if you satisfy all of the following conditions below:
- (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 your 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 8 weeks of the date the payment is taken from your Account.
- 15.2 If you make a request for a refund under Condition 15.1 then we will, within 10 Business Days of the date we receive that request (or, if we ask for more information under Condition 15.1(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.
- 15.3 You are not entitled to a refund under Condition 15.1 where:
- (a) you (or someone authorised by you to do so on your behalf) has given us consent directly to make the payment; and
 - (b) if applicable, we (or the person you agreed to pay) have given you satisfactory information on the payment in question within 4 weeks of the due date of that payment.
- 15.4 You are not entitled to a refund under Condition 15.1 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.
- 15.5 Neither of Condition 15.3, nor Condition 15.4 limits any of your rights under the Direct Debit Guarantee scheme.

16. Overdrafts

- 16.1 If you have a Private Bank Account and you are aged 18 or over, you automatically qualify for an arranged overdraft with a limit of £2,000. If you indicate on your Private Bank Account application form or subsequently contact us and confirm that you would like to activate this facility we will inform you of the interest rate and the charges that may apply. The interest rates and charges are available in the Private Bank Account Banking Tariff.
- 16.2 If you require an overdraft of more than £2,000 then you can apply to increase your limit. We will inform you of the interest rate and the charges that may apply. Provision of this increased overdraft limit will be subject to status and approval by us.
- 16.3 We can change your limit at any time. We can also require you to repay your arranged overdraft at any time. As long as you have not exceeded your arranged overdraft limit, we will wherever possible give you at least 28 days' notice.
- 16.4 Interest on your arranged 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 this, the Minimum Account Balance fee, and any other applicable charges as set out in the Private Bank Account Banking Tariff, from your Account 21 days later.
- 16.5 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.
- 16.6 You authorise us to pay off or reduce an arranged overdrawn balance on your Account by transferring funds from any of your other Accounts with us.
- 16.7 If you have not activated the arranged overdraft on your Account and you ask us to make a payment from your Account without sufficient funds in your Account to cover that payment, then:
- (a) we may require you to put your Account back into credit;
 - (b) we may refuse to make that payment or any further payments from your Account until your Account is back in credit; and
 - (c) we may charge a fee and interest on any unarranged overdrawn balance on your Account (see the Private Bank Account Banking Tariff for details).
- 16.8 If you have activated the arranged overdraft on your Account and you ask us to make a payment from your Account without sufficient unused overdraft remaining on your Account to cover that payment, then:

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- (a) we may require you to put your Account back within your agreed overdraft;
 - (b) we may refuse to make that payment or any further payments from your Account until your Account is back within your agreed overdraft; and
 - (c) we may charge a fee and additional interest on any balance of your Account beyond your agreed overdraft (see the Private Bank Account Banking Tariff for details).

16.9 Cater Allen subscribes to the Lending Code which covers good practice in relation to loans, credit cards and current account overdrafts. A copy of the Lending Code can be obtained from www.lendingstandardsboard.org.uk

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

17.1 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) 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.

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

- (a) at least 2 months' personal notice of any change to a Condition that relates to any deposit, withdrawal or payment service that we provide on your 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.

17.3 Condition 17.2 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 any rate which track the Bank of England base rate) (a "Reference Rate Change") or
- (b) a change to any interest rate on money you have borrowed by way of an overdraft on your Account; or
- (c) any currency exchange rates applied to foreign currency payments you ask to make on your Account, and the following provisions of this Condition 17 shall apply to them instead.

17.4 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.

17.5 We may change interest rates that apply to money you have borrowed from us by way of an overdraft on your Account by telling you personally within seven Business Days of the change.

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

- (a) our sterling to euro or US dollar exchange rate fluctuates 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 028 3744; 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 your 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.

17.7 If you are not happy with any of the changes to these Conditions you are free to close your Account immediately by telling us at any time during the notice period we give you for the change and

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we will not charge you for closing your 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 your Account, you must repay any overdraft, interest, charges or other outstanding amounts on your Account that you incurred before the Account closed.

18. Our liability to you

- 18.1 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.
- 18.2 Except where we have stated otherwise in 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.
- 18.3 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 18.3(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).

18.4 Where we refuse to carry out or allow any deposits, withdrawals or payments on your 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. Use of your information

- 19.1 When you applied for the Account you authorised us to use your personal information for certain purposes, in accordance with the Data Protection Statement in the application form. We will only use and disclose your information in accordance with the Data Protection Statement, or for other purposes with your consent.

19.2 We will not reveal your name and address or details about your Accounts to anyone, including other companies in our group, other than in the following six exceptional cases when we are allowed to do this:

- (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 or your Accounts (including your name and address) 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 1.4 (disclosures to designated professional advisers); or
- (f) in accordance with Condition 3.15 (disclosures to recipient banks).

20. Notices

- 20.1 Any notice under these Conditions must be given as follows:
- (a) to us in writing at Cater Allen Private Bank, 9 Nelson Street, Bradford, BD1 5AN, or Cater Allen Private Bank, Santander House, 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.

21. General

- 21.1 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.
- 21.2 You may not transfer your rights or obligations under these Conditions to anyone else.
- 21.3 Our relationship is with you. We will not recognise the interest or claim of any other person, unless we are required to do so by law. If you die, we will ask your personal representatives to provide proof of their authority and then allow them to close your Account.
- 21.4 If we choose not to exercise rights under these Conditions against you, we can still do so later.

22. Governing law

- 22.1 This Agreement (and to the extent applicable, our relationship with you before you open your Account) and any noncontractual 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.

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23. Important information

- 23.1 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.
- 23.2 All deposits with Cater Allen Limited are fully guaranteed by Santander UK Plc. Please contact us if you require further details of this guarantee.
- 23.3 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 scheme (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 0207 741 4100 or 0800 678 1100.
- 23.4 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.
- 23.5 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.

23.6 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 028 3744; 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.

23.7 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.

23.8 To help us improve our service, we may record or monitor telephone conversations with you.

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