

NON-PERSONAL  
TERMS AND  
CONDITIONS



Cater Allen  
Private Bank

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These Non-Personal Conditions together with all appropriate information which we give you before you open the Account (which will include an Account Fact Sheet, a Banking Tariff and an interest rate sheet), set out the contract between Cater Allen Private Bank and you, for the conduct of the Account. You can request a copy of these Conditions (and the other documents that make up your contract with us) at any time by calling us on 0800 092 3300. You can also find this information on our website.

## Definitions

'Account' means any Reserve Account, Asset 30 Account, Client Account, or other non personal or organisational account that you have with us where we tell you these Conditions will apply. These Conditions will apply to all payments into and out of the Account unless stated otherwise. 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.

Our accounts are categorised into two types: 'Payment Accounts' and 'Non-payment Accounts'. Generally an account will be a Payment Account unless it has some form of restriction on how money can be paid in or out of that account. Examples of Payment Accounts include current accounts and instant access savings accounts where money can be paid in and out with minimal restrictions. Examples of Non-payment Accounts include fixed term bonds or accounts where you are charged a fee or lose interest payable if you make a withdrawal. All these Conditions apply to both Payment and Non-payment Accounts unless stated otherwise. You can find details of whether the Account is a Payment Account or Non-payment Account on the Account Fact Sheet.

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.

'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 the 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 Internet Banking and telephone banking. Further details on payment cut-off times are set out below. 'Card' means any Debit Card issued by us (including renewals and replacement Cards) under the Visa scheme or any other Card acceptance scheme and includes use of the card details or an electronic wallet or device on which your card details have been stored.

'Personal Security Information' means any personal details or security process that we ask you to use to confirm your identity or authorise a payment instruction to us. These may include a password, PIN, Personal Security Information or other security numbers or codes that we give you (such as a One Time Passcode when you want to make a payment using the Internet Banking Service) or that you choose.

'TPP' means a third party payment provider which is authorised to access information and make payments on online payment accounts operated by other providers (such as us and other banks, building societies and credit card issuers).

'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.

'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 3, 4, 5, 6, 9, 10, 11 and 13 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.

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

- 1.1 Before you open an account, and at any time you ask for it thereafter, we will give you all appropriate information, which will include an Account Fact Sheet, a Banking Tariff and an interest rate sheet providing the following information:
  - (a) whether a minimum initial deposit applies to the Account;
  - (b) whether there are limitations on the number or value of cash withdrawals or payments out of the Account you can make in a particular period;
  - (c) the main ways in which you can pay money into and send payments out of 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 pounds;
  - (f) whether Debit Card or internet services are available to you in relation to the Account;
  - (g) details of applicable transaction charges.
- 1.2 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 17 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.
- 1.3 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 2 or more Authorised Users), whether the Account is in credit or debit.
- 1.4 The authorisation in Condition 1.3 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.
- 1.5 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.
- 1.6 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.
- 1.7 If you are a sole trader and you die, we will ask your personal representatives to provide proof of their authority, and then allow them to close the Account.
- 1.8 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.
- 1.9 You authorise us to carry out all instructions given by telephone, fax or post, provided 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 or any Authorised User to confirm your instructions and security details before accepting those instructions.
- 1.10 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.
- 1.11 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.
- 1.12 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 Condition 3.2 and 4.10 for further details).
- 1.13 You must let us know as soon as possible when you change your:
- Name
  - Registered address
  - Phone number
  - Other contact details
  - Authorised User's details.
- If we do not hold the correct details for you, then we may make the Account dormant to protect us both and you may not receive important notifications from us.
- 1.14 Cater Allen Private Bank does not allow anyone under the age of 18 to open or be an Authorised User on the Account.
- 2. Partnership accounts**
- 2.1 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 6.1 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 1.4.
- 3. Paying money in**
- 3.1 Money can be deposited into the Account:
- (a) electronically, for example by using electronic transfers through the Faster Payments Service or Clearing House Automated Payment System ('CHAPS')
  - (b) by sending your GB pound cheques, accompanied by completed paying-in slips from your paying-in book, to us using the reply paid CAPB Processing Centre addressed envelopes that we supply to you.
- For cheques in currencies other than pounds or cheques in pounds drawn on a Non-UK Bank please refer to Condition 3.11 of these Conditions.
- 3.2 We may refuse to make any payment into the Account, if:
- (a) we believe or suspect it may place us in breach of any legislation or law or we reasonably suspect that it may result in any regulatory action against us in any jurisdiction;
  - (b) we reasonably believe or suspect it relates to fraud or any other criminal act;
  - (c) 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 the Account, we will (unless it would be unlawful for us to do so) tell you within one Business Day of the Business Day on which we received your deposit request:
- (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.

3.3 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.

3.4 In order to pay money into the Account, you need to provide us with the following information ('Deposit Details'):

- (a) for CHAPS, BACS payments and the Faster Payments Service, the sort code and account number of the Account;
- (b) for an international transfer of funds into the Account, the SWIFT/BIC Code and the IBAN for the Account;
- (c) for standing orders into the Account, the account number and sort code of the Account; or
- (d) 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.

3.5 If you give us a deposit instruction by any of the ways listed in Condition 3.4, you will be consenting to us placing that deposit into the Account. Any information other than that set out in Condition 3.4 that you give us when making a deposit instruction will not form part of the Deposit Details. We will not be liable for any delayed or incorrect deposits that occur as a result of you giving us incomplete or incorrect Deposit Details (please see Condition 14.13 for more details as to our responsibility to you in these circumstances).

3.6 If you pay money into the Account in a currency different to the currency of the Account, then on the day we receive the payment we will convert the payment in accordance with the following:

- (a) at our reference exchange rate applicable to payments made into the Account for the relevant currency. Current exchange rates are available by ringing our Client Team on 0800 092 3300;
- (b) the exchange rate to be used will be determined by the current exchange rate on the day we process the payment in.

3.7 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 cheque, or a copy of any out of date cheque, to you.

3.8 Cheques in pounds go through a "clearing cycle" which affects when funds will be made available to you, when interest starts to be earned and when you can be sure the money is yours.

Funds deposited by cheque (in pounds) will follow the timescales set out below. The timescales will apply from the Business Day we receive the cheque by post (see further Condition 3.1).

Day cheque (in pounds) received	Day funds available, interest earned and you can be sure the money is yours
<b>Monday</b>	Tuesday
<b>Tuesday</b>	Wednesday
<b>Wednesday</b>	Thursday
<b>Thursday</b>	Friday
<b>Friday</b>	Monday

Under this clearing system cheques will be paid in and cleared using an image of the cheque. So, if you want a copy of the cheque we will only be able to give you a copy of the imaged cheque.

If you are making a payment by cheque you should always make sure you have sufficient available funds in the Account to make the payment as the money could leave the Account as early as the day after you have given it to the recipient.

3.9 The table below shows you when payments into the Account will be available to you:

Payment in	When you can use the funds
<b>Electronic payments</b>	
<b>Electronic transfer (excluding CHAPS)</b>	The money will be available immediately as soon as we receive it. For information on Faster Payments please see our website.
<b>CHAPS</b>	The money will be available immediately as soon as we receive it. Where the transfer is made by 5.40pm on a Business Day, we should receive it on the same Business Day. In other cases, we will receive it on the following Business Day.

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

3.11 Cheques (not in pounds)

- (a) 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 the Cater Allen exchange rate applicable to payments made into the Account when we credit the Account.
- (b) 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 cheques (not in pounds) on the reverse, in accordance with the Account Mandate.
- (c) When we negotiate a cheque we will convert the currency amount to the Account's currency at the Cater Allen exchange rate applicable to payments made into the Account and credit the Account within 8 Business Days of the cheque (not in pounds) being received by us. 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.

- (d) 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 8 weeks.
- (e) 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 you will be able to see the fees and exchanges rates used on your statement.

### 3.12 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 used these funds to make a withdrawal or make a payment.
- (c) If taking the money back out of the Account means the account balance falls below zero, you will be treated as having borrowed this money from us and it shall be due and payable on demand immediately.

We may also:

- (i) require you to put the Account back into credit; and
- (ii) refuse to allow any further payments from the Account due to lack of funds until the Account is back in credit.

### 3.13 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 3.13(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.

### 3.14 Payments made into the Account in error

- (a) If a payment is made into the Account by mistake the money may be taken back out of the Account. How and when we do this will depend on the type of payment and the reason for the mistake.
- (b) For CHAPS payments, if the sending bank (or the sender) has made a mistake we will not debit the Account with the amount of the payment without your permission. If you do not think that the payment has been made in error we will let the sending bank know.
- (c) For BACS payments or Faster Payments if we reasonably believe the sending bank (or the sender) has made a mistake:
  - (i) and tells us within 2 months of the money being paid into the Account, we may prevent you from using the money and we can take the money back out of the Account and return the money to the sending bank. We do not need your permission to return the money;
  - (ii) and tells us after 2 months of the money being paid into the Account, we will not debit the Account with the amount of the payment without your permission.
- (d) If we have incorrectly credited any payment to the Account we will take the money back out of the Account. We do not need your permission to do so.

- (e) If a payment is made into the Account by mistake, you agree that we may share all relevant information with the sending bank so that the payer can trace the money.

## 4. Making withdrawals and payments

### 4.1 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 Debit Card (together with any necessary Personal Security Information where relevant) issued by us for use in relation to the Account;
- (c) telephoning us on 0800 092 3300 and completing successfully all requested security procedures; or
- (d) if you have registered for Internet 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.

### 4.2 When you give us a payment instruction, you must provide us with the following information of the person you want to pay ('Payment Details'):

- (a) for sending money within the UK in pounds, the account number and sort code;
- (b) for sending money within the UK in foreign currency, the IBAN or account number, and Bank Identifier Code (BIC);
- (c) for sending money outside the UK to a bank within the EEA, the Bank Identifier Code (BIC) and the IBAN;
- (d) for sending money outside the UK to a bank outside the EEA, the account number or IBAN and the Bank Identifier Code (BIC), (you may also be required to provide the national clearing code, purpose of payment, account name);
- (e) for sending money to another Cater Allen account, the account number and name; and
- (f) for a cheque or a Banker's Draft, the account name.

### 4.3 In addition to the Payment Details, we may also ask you to provide us with other information, for example:

- (a) the name and address of the person you want to pay;
- (b) other information for a particular payment depending on the country you want to send your payment to.

We will ask you to provide this information, if we need it, when you give us your payment instruction.

### 4.4 If you give us a withdrawal or payment instruction by any of the ways listed in Condition 4.1, you will be consenting to us taking that withdrawal or making that payment from the Account. Any information other than that set out in Condition 4.2 that you give us when making a withdrawal or payment instruction will not form part of the Payment Details. 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 incomplete or incorrect Payment Details (please see Condition 14.13 for more details as to our responsibility to you in such circumstances).

### 4.5 If you are a corporate body, partnership, limited liability partnership, unincorporated association, charity, trust, or pension fund, you confirm that any payment instruction you, or any Authorised User, gives us is permissible and properly authorised under:

- (a) your Articles of Association, Partnership Deed, Trust Deed, Pension Scheme Rules or any other agreement or document governing the constitution of your organisation; and

(b) any applicable laws.

4.6 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 the relevant cut-off times listed below, 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.

If we need to carry out security checks, we may, for example, telephone you to confirm your instruction.

Payment type	Cut-off time (contact centre)	Cut-off time (online)	When the money usually arrives at the recipient's bank
<b>Sending money within the UK by CHAPS payment (same day payment in pounds to banks in the UK)</b>	4.00pm	n/a	If requested before 4.00pm, funds will normally be paid to the beneficiary before 9.00pm on the same Business day
<b>Faster Payments (in pounds)</b>	8.00pm	n/a	Within 2 hours*
<b>Standing order/ future dated payment (in pounds)</b>	8.00pm on Business Day before payment due	8.00pm on Business Day before payment due	Business Day on which payment is due
<b>Sending money outside the UK (non- euro)</b>	2.30pm	2.30pm (cut-off time for same day processing)	Within the EEA – same Business Day Outside the EEA – usually within 4 Business Days
<b>Sending money outside the UK by SWIFT payment (in euros)</b>	2.00pm	2.00pm	Same Business Day
<b>Payment in US dollars</b>	2.30pm	2.30pm	May take up to 4 Business Days
<b>Other payment not in pounds or euros</b>	2.30pm	2.30pm	May take up to 4 Business Days**

\* We process these payments via Santander. There may be a delay in processing your payment transaction while fraud prevention checks take place.

\*\* This will depend on the currency and destination of your payment. For more information contact us on 0800 092 3300.

4.7 The Account may be subject to limitations on the number or value of withdrawals or payments you can make in a particular period.

4.8 Details of these features of the 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.

4.9 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, make payments for goods or services, or use the Card to set up a continuous payment authority. We may need to ask you for further information to confirm your identity before allowing you to make certain withdrawals (see Condition 10 for more information).

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

- (a) you do not have sufficient money in it to cover the payment;
- (b) you have exceeded:
  - (i) your maximum daily withdrawal limit referred to in Condition 4.7; or
  - (ii) any limits on withdrawals or payments using your Card;
- (c) we believe or suspect it may place us in breach of any legislation or law or, we reasonably suspect that it may result in any regulatory action against us in any jurisdiction;
- (d) by doing so, we would compromise our security measures or it would otherwise be unlawful;
- (e) we believe or suspect it relates to fraud or any other criminal act;
- (f) if we are unable to make the payment through any payment scheme used to make the payment (such as CHAPS). We will attempt to contact you to find an alternative means of sending the payment;
- (g) you are in breach of any of these Conditions.

4.11 If we refuse to allow any withdrawal, or to make any payment, from the Account, we will (unless it would be unlawful for us to do so) tell you by the end of the next Business Day following the Business Day we received your withdrawal or payment request:

- (a) that we have done so;
- (b) the reason why we refused; and
- (c) if you think we have based our decision on mistaken information, how you can ask us to rectify that mistake.

4.12 You can only withdraw up to the available balance on the Account. It is your responsibility to check you have sufficient funds available in the Account before giving us a payment instruction.

4.13 Transactions using your Debit Card

- (a) You can use your Card to withdraw cash or make payments. We will take funds from the Account after we receive the details of the transaction from Visa. There can be a delay between using your Debit Card to make a payment and the time when that payment is taken from the Account.
- (b) We may be requested to authorise a payment you make using your Debit Card before it can be completed. If we do, the available balance on the Account will be reduced by the amount we authorise. We may refuse a request for authorisation.

- (c) Where a retailer or other person you have paid using your Debit Card gives you a refund, the Account will be re-credited when we receive the refund.
- (d) We are not liable if a retailer does not accept your Debit Card for a transaction.
- (e) Charges for using your Debit Card are set out in our Banking Tariff.
- (f) If you use your Debit Card for a transaction in a currency other than the currency of the Account, Visa will convert it into the currency of the Account the day it is processed, using the Visa exchange rate. You can find out the exchange rate by calling us on 0800 092 3300. Currency conversion rates can fluctuate between the time you make the transaction and the point at which the payment is processed by Visa.

NOTE: If you are using your Debit Card outside the UK and are given the option of making a Debit card payment in a foreign currency or local currency (if different), ensure you choose local currency unless you are certain that the exchange rate and any fee is more favourable. If you don't choose the local currency it means that the retailer or bank will handle the conversion and may charge you a conversion fee, a foreign usage fee or both.

#### 4.14 Non real-time transactions

There are certain payments made using your Debit Card which are not processed in real-time (e.g. when you are on a plane) and which as a result, we cannot refuse, even if you have no money left in the Account to cover the payment. In these circumstances, we may allow the payment but any money you borrow from us shall be due and payable on demand immediately.

We may also:

- (a) require you to put the Account back into credit after allowing the payment despite a lack of funds; and
- (b) refuse to allow any further payments from the Account due to lack of funds until the Account is back in credit.

#### 4.15 Revoking instructions and stopping payments

Except in the case of standing orders, Direct Debits or recurring Debit Card transactions (please see Condition 4.22) and cheques (please see Condition 4.23) 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.

#### 4.16 Debiting the Account (payments other than cards and cheques)

We debit the Account with the amount of the payment on the same Business Day we receive your payment instruction as provided in these Conditions.

#### 4.17 Information to recipient banks

In connection with certain electronic payment transactions and in respect of certain currency drafts (please see Condition 4.21 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.

#### 4.18 Payment charges

- (a) 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.

- (b) Unless we have agreed otherwise for a payment being sent outside the EEA, the charge referred to in Condition 4.18(a) 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.
- (c) The charge referred to in Condition 4.18(a) will be identified separately on the Account statement (please see Condition 8 for more details of statements on the Account).

#### 4.19 Payment currency conversions (other than Debit Card transactions)

- (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) at our reference exchange rate applicable to payments made out of the Account for the relevant currency. Current exchange rates are available by ringing our Client Team on 0800 092 3300;
  - (ii) for internal transfers of over £25,000 (or the equivalent in euros or US dollars), you may receive a preferential rate. Please ask us for more details.
- (b) The exchange rate to be used will be determined by the current exchange rate on the day we process the payment out.
- (c) 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.
- (d) We will debit the Account with the amount of the payment as converted in accordance with Condition 4.19(a) and (b) and any charge we make for the currency conversion, unless you have agreed that the charge will be paid in another way.
- (e) It is not possible to transact in every currency. More information about the currencies in which you can make or receive payments is available on our website or by calling us on 0800 092 3300.
- (f) Timescales for making foreign currency payments from the account are different to those applicable to payments in pounds in the UK. Please see the table in 4.6(c) for more information on payment timescales.

#### 4.20 International and Non-EEA Payments (other than Debit Card payments)

Where you ask us to make a payment transaction either in (i) a currency other than pounds or euros 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 a Non-EEA payment or a payment in a currency other than pounds or euro through other banks (an 'intermediary bank'). In these circumstances, we will use the bank of our choice in the country the payment is being sent to and/or in the country whose currency is being sent;
- (b) where we use an intermediary bank to make:
  - (i) 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;
  - (ii) for any other payment, the intermediary bank may not deduct charges and their charges will be included in the amount charged under Condition 4.18;

- (c) fees in connection with a Non-EEA Payment shall be charged in accordance with Condition 4.18;
- (d) if a payment to a bank outside the EEA does not reach the recipient's bank, then:
  - (i) Conditions 14.11 and 14.14 do not apply; but
  - (ii) we will use all reasonable endeavours to trace the payment. We may make a charge for this service, and we may recover any charges made by intermediary banks assisting with tracing the payment. Where possible, we will notify you of the likely charge payable before we commence tracing the payment;
- (e) details of any 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 transaction list;
- (f) we shall not be liable for any failure or delay in any payment outside the EEA reaching the recipient's bank if you or the recipient's bank have nominated an intermediary bank to assist with the payment;
- (g) Conditions 4.18(b), 13 and 14 shall not apply to Non-EEA Payments to or from a bank outside the EEA.

#### 4.21 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. We use the exchange rate applicable to payments made out of the Account at the time.  
  
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 current exchange rate applicable to payments made into the Account 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:
    - (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.

#### 4.22 Automated payments – Standing orders, Direct Debits and recurring Debit Card transactions

- (a) Automated payments from the Account (e.g. standing orders or Direct Debits) are usually taken 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 money is to be sent. If you don't have available funds in the account at this time we will try to make the payment throughout the day. You will have until then to credit the account with sufficient cleared funds to move your balance back into a credit position so that we can then make the payment.  
  
You should not try to reattempt the payment yourself until we have retried to make the payment.
- (b) You may cancel a standing order, Direct Debit or recurring Debit Card transaction (that is a continuous payment transaction on your Debit Card initiated by a payee and authorising us to make payments) that you no longer need by telling us. You can do this up to the Business Day before the money is due to be taken.
- (c) For Direct Debits and recurring Debit Card transactions, you should also advise the recipient. 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.
- (d) If it is not possible for us to stop the payment coming out of the Account we'll treat the payment as an unauthorised transaction and give you an immediate refund.

#### 4.23 Cheques

- (a) 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.
- (b) You can ask us to cancel any of your cheques as long as:
  - (i) the cheque has not already been paid; and
  - (ii) you give us sufficient details.
- (c) A charge applies for cancelling a cheque (see the Banking Tariff for more details). We cannot cancel a Banker's Draft or counter cheque you have asked us to draw for you.

#### 4.24 Payments by trustees

Before any payment is made to a beneficiary under a Trust Account, or when a beneficiary exercises their vested rights in the trust, you/trustees are responsible for supplying valid identification documentation for the beneficiary (proof of identity and proof of address) to us and notifying us that you intend to make a payment to that beneficiary. We will refuse any payment instruction to a beneficiary where these conditions are not met.

For more information on what identification is needed to verify a beneficiary, please read our Fact Sheet Trustees – Duties & Responsibilities which you can find on our website.

#### 5. Interest and charges

- 5.1 Interest is calculated daily at our published or agreed rates and 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. Such information is also available upon request.
- 5.2 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](http://www.caterallen.co.uk)) and by calling us.
- 5.3 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 17. 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.

5.4 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 17.

## 6. Closing and suspending access to the Account

6.1 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.

6.2 We may close the 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 the 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;
- (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.

We may also close the Account at any time without notice where we are aware that keeping the Account open would be unlawful or cause us to be in breach of any of our legal or regulatory requirements.

6.3 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 cheques drawn on it, all other amounts you owe on it have been paid, and all Debit Cards and chequebooks have been returned to us.

6.4 Transaction history

Reserve Account, Reserve Account for Charities, Corporate Account and Client Account (for single beneficiaries only).

From 2 February 2018, if you close your current account, we'll provide you with the payment transaction history for the Account for the 5 years prior to the account closure. You will also be able to request information on transactions on the Account before it was closed for up to 5 years following account closure. We will give you more information about this if your current account is closed. Details will also be available on our website.

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

6.6 If there are no transactions on the Account for a period of time (please see table below), we may make the Account dormant in certain circumstances, in order to protect your funds. When the Account is made dormant, this means that we will stop sending you statements, letters and Cards and no customer driven transactions can be performed. However, the Account will continue to receive interest, where applicable.

Account type	Period after which the Account may be determined as dormant
Current accounts	12 months
Notice accounts and Pension current accounts	60 months
Term Maturity Account	12 months

6.7 30 days prior to an Account being made dormant, we'll contact you, inviting you to review the Account and setting out the requirements necessary for the Account to remain active. If you do not contact us, use the Account or confirm you wish us to maintain the Account:

- (a) it will be closed, if there are no funds in the Account or
- (b) it will be deemed dormant, if the Account has a balance. At the time of contacting you, we will outline what is required in terms of identification in order to reactivate the Account, if it is made dormant.

## 7. Taxation

7.1 Interest payments will be paid using the gross rate. This means all the interest we pay you will be without tax deducted. If the total amount of interest you receive exceeds any Personal Savings Allowance to which you're entitled, you may have to pay tax at the applicable rate.

This would need to be paid directly to HM Revenue & Customs ('HMRC'). For more information, please visit [gov.uk](http://gov.uk) and search for 'Personal Savings Allowance'.

Other taxes or costs may exist that are not paid via us or imposed by us. It is your responsibility to ensure that this tax is paid.

7.2 In the event that we are required to pay HMRC tax on interest that we have paid gross to you, you must reimburse us any such sums on demand.

7.3 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.

## 8. Statements

8.1 We will send you monthly statements for the Account in Internet Banking. We will notify you when your statement is ready to view in Internet Banking. In addition, we will send you a paper statement by post, unless you have chosen to be paper-free.

8.2 You can change your preferences on how to receive your statements or can request we reduce the frequency we send you statements either by logging into Internet Banking or by ringing the Client Contact Centre on 0800 092 3300. If your 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 notifying us. If we issue one or more Debit Cards on the Account, you will be sent monthly statements for that Account.

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

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

## 9. Third Party Providers

**This Condition 9 only applies where the Account is a Payment Account which is accessible online.**

9.1 You can instruct a TPP to access information on the Account with us or make payments from the Account with us as long as it has identified itself to us and

- acted in accordance with the relevant regulatory requirements. We will treat any instruction from a TPP as if it was from you.
- 9.2 Although you must not, generally, give your Personal Security Information to anyone else, you may give them to a TPP if they ask for them.
- 9.3. For an initial interim period (until at least March 2020), some TPPs may (with your permission) choose to access the Account(s) without identifying themselves to us. As a result, it is important that you check that any TPP you use is authorised to access the Account. They should make this clear from the information they give you. You must not give your Personal Security Information to a third party that isn't authorised. If you do, we'll have to assume it's you that's authorising us to give access to information about the Accounts and you'll be responsible for any payments made as a result.
- 9.4. We may refuse to allow a TPP to access the Account where we are concerned about unauthorised or fraudulent access by that TPP. Before doing so, we will tell you that we intend to deny access and give our reasons for doing so, unless it is not reasonably practicable, in which case we will tell you immediately afterwards. In either case, we will tell you in the manner in which we consider most appropriate in the circumstances. We won't tell you where doing so would compromise our reasonable security measures or otherwise be unlawful. If we deny access to a TPP, we must also tell our regulator that we have done so.
- 10. Issue and use of Debit 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 the Account when you operate it by Debit Card, telephone, post or fax.
- 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 the Account (such as reissuing your PIN or other Personal Security Information), we will notify you of that change in accordance with Condition 10.10.
- 10.4 When we issue a Debit Card or provide access to telephone, postal or fax services we will tell you and we will give you or ask that you choose any numbers or other information (including PINs and Personal Access Codes - PACs) that you will need in order to use the services securely and to ensure your privacy. For example:
- (a) we will notify you of your PIN to be used with your Debit Card. We may also ask you to choose a password or other Personal Security Information or may give you other Personal Security Information as a means of identification for example when buying goods or services with your Debit Card;
  - (b) when you apply for the Account, we will either request you to set up a PAC in Internet Banking or 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;
  - (c) you can cancel your Debit Card by notifying and returning it to us. You must cut it into several pieces and through the magnetic stripe and any chip.
- 10.5 The care of your chequebooks, Debit 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 11.
- 10.6 We will only issue Debit Cards to two separate Authorised Users on the Account at any one point in time. We will only issue one chequebook 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 chequebooks and change or replace Personal Security Information, where appropriate.
- 10.7 You must ensure that the Debit Cards, telephone or fax services are not used in any way that is unlawful. Use of a Debit Card includes use of the Debit Card number and other Debit Card details, for example to carry out a Debit Card transaction over the telephone.
- 10.8 If you do not recognise a Debit 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 payment. In some cases, we will need you to give us confirmation or evidence that you have not authorised the transaction.
- 10.9 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 provisions of Condition 3.2 or 4.10 (as applicable) shall apply.
  - (b) We will act on instructions which are fax copies of a signed document.
  - (c) 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 or requiring you to confirm an instruction in writing. If we are unable to contact the sender in such circumstances, we may act on the instruction without confirmation but, depending on the amount of the transaction, we may refuse to act on the instructions until we have received confirmation.
  - (d) 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.
- 10.10 Withdrawal of Personal Security Information, telephone, postal or fax services
- (a) We may withdraw your PIN, PAC or any of your other Personal Security Information or suspend or terminate the use of your Debit Card, telephone, postal or fax services if we believe that this is necessary for security reasons or to prevent misuse of a Debit 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 or where there is a significant increased risk you will not be able to repay any money you owe on the Account. If we do this:
    - (i) we will, subject to Condition 10.10(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 any or all of your Personal Security Information or suspending or terminating the

use of your Card or other 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 contacting us and after you have applied, we will reactivate and/or replace your 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 of your PIN, PAC, Debit Card or Personal Security Information or any suspension or termination of services to you in accordance with Condition 10.10 (a), these Conditions will continue to apply to any use made of the Debit 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 chequebooks, Debit Cards, PINs, PACs, passwords and Personal Security Information

11.1 The care of your chequebooks, Debit Cards, PINs, PACs, 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 physical Debit 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 Debit Cards safe and your PIN, PAC, password or Personal Security Information secret;
- (d) not keep your chequebooks and Debit Cards together;
- (e) never write down or record your PIN on your Debit Card or on anything kept with it or near it;
- (f) not allow anyone else to use your Debit Cards, PIN, PAC, password or Personal Security Information (not even another Authorised User);
- (g) never disclose your PIN to anyone else, not even a member of Cater Allen staff (or your Professional 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 Debit Card who knows the PIN can gain access to the Account;
- (h) never write down or record your PIN, PAC, any One Time Passcode we give you 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 Debit 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;
- (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;
- (k) take reasonable steps to avoid selecting a PIN or PAC that may be easy to guess;
- (l) never record your PIN or PAC on any software which retains it automatically (for example any 'save password' prompts) unless retaining your PIN or PAC is a function of a banking service provided by us;

(m) take reasonable steps to secure your mobile device (for example set up a security password or PIN) so that it cannot be used to access the Account (for example via Internet Banking) if it is lost or stolen and so that others cannot access any alerts or other communications from us that may be stored on it.

11.2 The following additional safeguards apply to your Debit 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.

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 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 of the Account under our telephone service, then you must notify us as soon as possible by telephone. 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.

## 12. Notifying us of loss or theft of Debit Cards, PINs, PACs, and other Personal Security Information or of your chequebook

12.1 You must notify us as soon as possible if:

- (a) you think your Debit Card or mobile device has been lost, stolen or misused, or may be misused in the future;
- (b) you think your chequebook has been lost, stolen or misused, or may be misused in the future; or
- (c) you believe that your PIN, PAC or any other Personal Security Information has become known to another person.

You can notify us by telephoning us on 0800 092 3300 or on 01268 298 807. You can also write to us at Cater Allen Private Bank, 9 Nelson Street, Bradford, BD1 5AN. We will also accept written notifications of the loss or theft of your Card from any recognised Debit Card registration bureau acting for you, from Visa or from any Visa member.

12.2 Unauthorised withdrawals or payments from the Account

If you believe that any withdrawal or payment made on the Account was not authorised by you (or any other person permitted to authorise withdrawals or payments from the Account), then you must notify us as soon as possible using the contact details set out in Condition 24.

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 Debit Card, mobile device, PIN, PAC, other Personal Security Information or chequebook, and/or to investigate the unauthorised withdrawals or payments from the Account.

12.4 Incorrect payments from the Account

If you believe that any withdrawal or payment made from the Account has not been made or was made incorrectly by us, then you must notify us as soon as possible using the contact details set out in Condition 24.

### 13. Your liability

13.1 You are not liable for any unauthorised use of a Card, mobile device, PIN, PAC or any Personal Security Information in any of the following cases:

- (a) before you (or the relevant Authorised User) receive it;
- (b) unless you have acted fraudulently, after you have (or an Authorised User has) 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 (or an Authorised User) to notify us of its loss, theft or unauthorised use;
- (d) if we don't apply procedures that we're legally required to use to check a payment has been authorised by you; or
- (e) 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 13.1 '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 teleshopping, unless the purchase relates to land or financial services, or is made using a vending machine, a public pay phone or an auction.

13.2 You are not liable for any unauthorised use of a chequebook on the Account in the following cases:

- (a) before you (or the relevant Authorised User) receive it; and
- (b) unless you have acted fraudulently, after you have (or the relevant Authorised User has) notified us of its loss, theft or unauthorised use under Condition 12.

### 14. Our responsibility for unauthorised and incorrect payments on the Account

14.1 Your remedy for an unauthorised payment will depend on whether or not there was sufficient money in the Account at the time the unauthorised payment was taken or if it was in credit. If the Account was in credit at the time of the unauthorised payment but the payment was for more than was available, each element of the payment will be treated separately for these purposes.

14.2 Subject to Condition 13, we will not refund you in any circumstances if:

- (a) you authorised the transaction or the access to or use of the services used in making the transaction;
- (b) someone else used your Debit Card with your agreement;
- (c) you have acted fraudulently.

14.3 Subject to Condition 13, except where there was not enough money in the Account to cover the payment, we will also not refund you if:

- (a) someone else used your PIN or Personal Security Information with your agreement;
- (b) you deliberately, or with gross negligence, disclosed your PIN or Personal Security Information to someone else;
- (c) you deliberately failed to follow any of the safeguards referred to in Condition 11 or you are grossly negligent in failing to follow any of them;
- (d) after becoming aware you delayed unreasonably in notifying us that the transaction was unauthorised; or
- (e) you failed to tell us the transaction was unauthorised within 13 months of the date on which the transaction occurred or ought to have occurred.

14.4 In all other cases, if you notify us that a payment was not authorised by you, we will refund to the Account the amount of the payment and any fees and/or interest and charges directly incurred on the Account as a result of the payment or which would not have been incurred or would have been earned on the Account had the unauthorised payment not been made.

14.5 However, where your Debit Card, mobile device, PIN, or your Personal Security Information are used without your authority by someone else in circumstances other than those in Condition 13 then we may debit up to £35 from the Account. You will be responsible for the full amount of the transaction if any of the circumstances in Conditions 14.2 or 14.3 apply.

14.6 We will refund the Account:

- (a) if the Account is in credit, by the end of the next Business Day after we become aware of the unauthorised payment. Before we refund the Account, we are entitled to carry out an investigation if there are reasonable grounds for us to suspect that you have acted fraudulently, or we can show that you've acted deliberately or have been grossly negligent; or
- (b) otherwise, as soon as we are reasonably satisfied that you are entitled to the refund.

14.7 We may debit the Account with any amount refunded under Condition 14.6 where we subsequently become aware that the circumstances in Condition 14.2 or 14.3 apply.

14.8 If you dispute that you have carried out a transaction using your Debit Card, chequebook, telephone, postal or fax services or that you have used them to access related services, we expect you to co-operate with us and the police in any investigations. We can give the police and other banks that are involved any information necessary to enable them to carry out their investigations. We have to prove: any allegation of fraud; or that you were grossly negligent in failing to follow any of the safeguards listed in Condition 11; or that a Debit Card has been received by you.

14.9 We will conduct any investigation as quickly as possible and may ask you to reasonably assist in that investigation.

14.10 In the circumstances in Condition 14.2 or 14.3, we may debit the Account with the amount of the transaction, charge or payment involved. We will have no responsibility to you for making those payments. If as a result of the payments the Account balance falls below zero, you will be responsible for repaying to us the amount of those payments.

14.11 If you notify us (in accordance with Condition 12.4) 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 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 any fees and/or interest we may have charged or you may have lost in connection with the failed or incorrect payment;
- (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 retransmit the correct payment instruction to the bank (or other financial institution) from whom the failed or incorrect payment is due.

14.12 If a payment has been delayed because of our error, we can, at your request, ask the receiving bank to ensure that the payment is credited to the payee's account as if it was made on time.

- 14.13 We do not need to do any of the things in Condition 14.11 where:
- (a) you fail to tell us (using the contact details provided in this document) of the incorrect payment without undue delay and in any case within 13 months of the date on which the transaction occurred (or in the case of a failed transaction ought to have occurred); or
  - (b) 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 4; or
  - (c) if the cause of the failed or incorrect payment is because you provided us with the wrong Payment Details in accordance with Condition 4.2 or Condition 3.4.
- 14.14 Where the cause of the failed or incorrect payment into, or out of, the Account is due to the incorrect Payment Details (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.

## 15. Payments made to a fraudster

- 15.1 If you believe that you have sent money to a fraudster, because you made a payment:
- (a) to someone for what you thought was a genuine purpose, but which was actually fraudulent; or
  - (b) that was intended for a certain person, but you were misled into sending money to someone else you must tell us as soon as possible using the contact details provided in this document.
- 15.2 Once you have told us that you believe you have paid money to a fraudster, we will look into this and apply industry standards to determine whether you are entitled to a full or partial refund. We will usually let you know within 15 Business Days after the day you told us about it but we might take longer in exceptional circumstances. If you are entitled to a refund we will give you this without delay.
- 15.3 We will not refund you if we find you should have known that you were sending money to a fraudster – although we will always take the circumstances in which the payment was made into account when considering this.

## 16. Payee initiated refunds and incorrect or unauthorised payments

- 16.1 Unless Condition 16.3 or 16.4 applies, you may request us to refund a Debit Card payment 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 8 weeks of the date the payment is taken from the Account.
- 16.2 If you make a request for a refund under Condition 16.1 then we will, within 10 Business Days of the date we receive that request (or, if we ask for more

information under Condition 16.1(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.

16.3 You are not entitled to a refund under Condition 16.1 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 satisfactory information on the payment in question within 4 weeks of the due date of that payment.

16.4 You are not entitled to a refund under Condition 16.1 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.

16.5 Nothing in Condition 16 limits any of your rights under the Direct Debit Guarantee scheme.

## 17. Variation of Terms and Conditions and changes in interest/exchange rates and charges

17.1 We can change any of these Conditions or any of the documents forming part of these Conditions, including interest rates, fees and charges (including removing or adding fees or charges) and other terms where the change is to:

- (a) take account of an actual, or reasonably expected, change in the interest rates we receive or we have to pay, for example, as a result of a change to the Bank of England Base Rate;
- (b) reflect an actual, or reasonably expected, change in our underlying costs, including any relevant funding costs;
- (c) take account of any actual, or reasonably expected, change in law or regulation (including any decision by an ombudsman, court, regulator or similar body) or to our way of doing business, including the introduction of new technology or the advancement or change in use of technology;
- (d) make them clearer or more favourable to you; or
- (e) reflect any other actual or reasonably expected change that affects us if it is reasonable for us to pass the impact of the change on to you. Any change we make will not be more than is reasonably proportionate to the impact of the underlying change on us. We will not make changes to cover the same cost twice.

17.2 We will not change your interest rate during any specified fixed rate period.

17.3 Where the Account is a Payment Account, we will give you at least 2 months' personal notice before we make a change, unless it relates to:

- (a) a change in interest rate that:
  - (i) is to your advantage; or
  - (ii) results from an interest rate that tracks a specified external independent rate; or
- (b) the change is to an exchange rate which tracks our reference exchange rate, in which case we will (for changes other than exchange rate changes) give you notice within 30 days of making the change by one or more of the following methods: personally or by displaying a notice in the national press or on our website. If we put a notice in the press, we will use two national newspapers.

17.4 Where the Account is a Non-payment Account, we will give you at least:

- (a) 14 days' personal notice before we decrease the interest rate on the Account where the interest rate does not track a specified external independent rate, unless there is less than £100 in the account in which case we may not give you any notice; or
- (b) 30 days' personal notice before we make any other change (other than changes to our reference exchange rates), unless the change is to your advantage, in which case we may make the change immediately and tell you about it within 30 days by one or more of the following methods: personally or by displaying a notice in the national press or on our website. If we put a notice in the press, we will use two national newspapers.

If the interest rate on the account tracks a specified external independent rate, we do not need to give you any notice if we change the interest rate on the Account.

17.5 For accounts with no fixed duration, we may also:

- (a) convert the Account to another account in our range (for example, if you are no longer eligible for the Account or if we decide to no longer offer that particular type of account); or
- (b) change interest rates, fees and charges (including removing or adding fees or charges) and other terms.

In each case, we will give you at least 2 months' personal notice before we make the change and if you are not happy you may close the account as set out in Condition 17.8.

17.6 When we tell you about a change by giving you personal notice (or we refer to notifying you personally), this may be by post, email, a statement message, information accompanying your statement, a secure message on our Internet Banking Service, text on your mobile phone, or in any other way that will be sent to you individually.

17.7 Our exchange rates for foreign currency payments made into or out of the Account (other than for transactions using your Debit Card) are based on our Cater Allen reference exchange rates for the relevant currency. We have different reference exchange rates depending on the size of the transaction and whether we are buying (if a payment is being made into the Account) or selling currency (if you are making a payment). We may change these reference exchange rates immediately and without notice to you. The current exchange rates are available by calling us on 0800 092 3300.

17.8 If you are not happy with any of the changes to these Conditions other than a change that is to your advantage, that tracks a reference interest rate or reference exchange rate, 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 interest, charges or other outstanding amounts on the Account that you incur before the Account is closed.

17.9 You can do this by telling us:

- (a) in the case of a Payment Account, at any time prior to the change coming into effect;
- (b) in the case of a Non-payment Account, at any time during a period of 30 days from the date of the notification (where the change is to an interest rate or charge) or a period of 60 days from the date of the notification (where the

change is to another Condition), in each case, after which you will be treated as having accepted the change.

## 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 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.

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

## 19. Use of your information

\*In the paragraphs below 'controlling persons' is defined as the natural person(s) exercising control over the company, partnership or trust. In the case of a trust, this could include the settlor, the trustees or the beneficiaries, including persons holding equivalent roles irrespective of their title.

19.1 We may use your personal information and the personal information of each Authorised User for those purposes set out in the Data Protection Statement in the Account application form. We may also use or disclose your data as set out in this Condition 19.

19.2 We may use third parties to help us provide our services and may disclose your or any Authorised User's data to them for these purposes. We will not otherwise reveal your or any Authorised User's name and address, or details about the Account(s) to anyone outside our group, or who is not connected to the provision of our services, other than in the following 8 exceptional cases when we are allowed to do this:

- (a) if we are legally obliged to disclose information about you and this Account to HM Revenue & Customs ('HMRC'), who may in turn pass this on to other tax authorities in line with international agreements or treaties that may be in force;
- (b) where HMRC requests any documentation or information that they may be obliged to share with an overseas Tax Authority in accordance with the

- provisions of any law, legislation or regulation of the UK including the identity of any 'controlling persons\*';
- (c) in any other circumstances where we have to give the information by law in any relevant jurisdiction;
  - (d) if there is a duty to the public to reveal the information;
  - (e) 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 the Account(s) (including your name and address) to anyone else including other companies in our group, for marketing purposes;
  - (f) if you ask us to reveal the information, or if we have your permission;
  - (g) in accordance with Condition 1.8 (disclosures to designated professional advisers);
  - (h) in accordance with Condition 4.17 (disclosures to recipient banks).
- 19.3 You will agree to provide us with personal information (including any personal information in relation to any 'controlling persons'), declarations or certifications that we are required to retain by law within 30 days of us making a request to you to enable us to determine whether the Account details will need to be reported to HMRC or another overseas Tax Authority in line with Condition 19.2(a) or (b) above.
- 19.4 You agree to inform us promptly in writing if there are any changes that would affect any certifications that have been given previously in relation to:
- the nature of your business;
  - the ownership of your business;
  - the sale or purchase of other businesses;
  - any underlying 'controlling persons'; or
  - the tax residence of any underlying 'controlling persons' of which you become aware.
- 19.5 We will not be liable to you for any loss you may suffer if we disclose information in accordance with our legal obligations.
- 19.6 You consent to us using your information to provide payment services to you. If you withdraw this consent, we will stop providing payment services but may still use your data where we have lawful grounds to do so (for example, because we need to retain records for regulatory purposes).
- 19.7 Our fraud detection systems may highlight unusual spending patterns. We may call you if unusual transactions appear on the Account or if we believe the Account is at risk of a security threat.
- 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, 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 (including any Authorised User), unless we are required to do so by law.
- 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 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.

## **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 and Wales number 383032. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Our Financial Services Register number is 178737. You can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register). Cater Allen Limited is part of the Santander group. Cater Allen and the flame logo are registered trademarks.
- 23.2 All deposits with us 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 businesses – are covered by the scheme. In respect of deposits, an eligible depositor is entitled to claim up to the current FSCS limit. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by 2 eligible depositors, the maximum amount that could be claimed would be the current FSCS limit each. The current FSCS limit relates to the combined amount in all the eligible depositor's accounts with the 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 contact us, refer to the FSCS website [www.FSCS.org.uk](http://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.
- 23.4 These Conditions are available only in English and all communications from us will be made in English and we will only accept communications and instructions from you in English.
- 23.5 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. A copy of our complaints procedure is available on our website or by contacting us and contains further information on our complaints process, including the handling timescales.
- You may also be able to refer your complaint to the Financial Ombudsman Service (FOS). Details of how to complain to the FOS are available at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). Further information about this service will be provided with our final response letter.

- 23.6 If you think we've failed to meet our legal requirements under the Payment Services Regulations ("PSRs"), you can complain to the FCA using the contact details on their main contact page [www.fca.org.uk/contact](http://www.fca.org.uk/contact). The PSRs require us

to provide you with appropriate information about your transactions and consider complaints in a timely manner, among other things. For more information, visit [www.fca.org.uk/consumers/how-complain/submitinformation-paymentservices-e-money-firm](http://www.fca.org.uk/consumers/how-complain/submitinformation-paymentservices-e-money-firm).

- 23.7 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 [www.mylostaccount.org.uk](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.
- 23.8 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.
- 23.9 To help us improve our service, we may record or monitor telephone conversations with you and with Authorised Users.

## 24. Contact us

You can call our Client Team on: **0800 092 3300** or **+44 114 228 2407** from outside the UK, where normal international call charges will apply. Please visit our website for the latest information on our Contact Centre opening hours.

Or you can write to them at:

Client Team  
Cater Allen Private Bank  
Santander House  
9 Nelson Street  
Bradford BD1 5AN







Cater Allen Private Bank is able to provide literature in alternative formats. The formats available are: Large Print, Braille and Audio CD. 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 Text Relay service. Further details can be found at <http://ngts.org.uk/>

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