

# **Business Notice 35 Account**

# Fact Sheet (including Specific Conditions, Financial Services Compensation Scheme (FSCS) Information Sheet & Exclusions List)

Effective from 4 September 2023

The Cater Allen Business Notice 35 Account may be right for your organisation if you've earmarked reserve funds for future expenditure or need to safeguard funds and you can give 35 days' notice of a withdrawal. Many of our clients use this account alongside our Reserve Account.

This account is subject to status and availability and may be withdrawn from sale at any time without notice.

This is a non-payment account for non-personal customers. The table below sets out specific conditions for your account. These conditions apply as well as the non-personal terms.

Summary box				
Account name	Business Notice 35 Account			
What is the interest rate?	Balance	Interest rate		
	f0+	3.00% AER / 2.96% gross (variable)		
	£1,000,000+	4.45% AER / 4.36% gross (variable)		
	£5,000,000+	4.70% AER / 4.60% gross (variable)		
	<ul> <li>We work out the interest we'll pay on your account each day.</li> <li>We'll pay interest into the account after the close of business on the last day of each month.</li> <li>We pay interest without taking off income tax. This is known as 'gross' and the interest rate we give you reflects this.</li> </ul>			
Can Cater Allen change the interest rate?	Yes, we can change the interest rate on this account as explained in the non-personal terms.			

AER stands for Annual Equivalent Rate and shows what the interest rate would be if we paid interest and added it to your account each year. The gross rate is the interest rate we pay where no income tax has been deducted.

What would the estimated balance be after 12 months, based on a £1,000 deposit?	Interest earned	Balance after 12 months	
	£30	£1,030	
	The following estimates are based on the minimum balance required to achieve the next interest rate tier.		
	The interest earned on a balance of $\pm 1,000,000$ would be $\pm 44,500$ . The balance after 12 months would be $\pm 1,044,500$ .		
	The interest earned on a balance of £5,000,000 would be £235,000. The balance after 12 months would be £5,235,000.		
	To work out the estimated balance, we've assumed that:		
	<ul> <li>The account is opened and the initial payment into the account is made on the 1st day of the month.</li> </ul>		
	<ul> <li>You don't pay in any more money or take any out.</li> </ul>		
	• There is no change to the interest rate.		
	<ul> <li>Interest is paid into the account each month.</li> </ul>		
	This illustration is only an example and doesn't take into account your individual circumstances.		
Eligibility and how	Eligibility		
do l manage my account?	This is a business account – it's not for personal u	ISE.	
account?	It's available to companies, sole traders, partnerships, charities, trustees, associations, clubs and societies.		
	Individuals who apply on behalf of a business or who will be authorised to operate the account must be 18 or over and live in the UK.		
	Managing the account		
	You can manage the account by phone or post. You can only view the account using Internet Banking.		
	Paying money in		
	<ul> <li>Minimum balance: None.</li> </ul>		
	<ul> <li>Maximum balance: None.</li> </ul>		
	The account is only available in pounds sterling. Yellow electronically or by cheque. You can ask us for a p		
Can I withdraw	Yes. You can take money out by electronic payment only.		
money?	Charges for taking out money or closing the account		
	No charges apply when you take money out or close your account if you give us 35 days' notice.		
	If you take money out or close your account without giving this notice in full, we'll charge you an amount equal to 35 days' interest on the amount you take out.		
	We'll work out this charge using the rate of interest on the account which applies on the date you take the money out or the date the account is closed (whichever applies).		
	If your account hasn't been open for 35 days, the charge will be applied for the number of days it has been open.		
	This charge will be shown on your next statemer you close it, from the amount we send you wher		

lf you change your mind	If you change your mind about this account and you want to close it, let us know. You can close your account at any time during your 'cancellation period' – we won't charge you for it. This is 14 days, starting the day after we confirmed your account is open. If you do this, we'll return your money together with any interest we owe you. We'll do this as soon as we can (and within 30 days from when you tell us).
	You can also close your account at any other time outside this cancellation period. To avoid paying a charge, you must give us 35 days' notice that you want to close the account.
Additional information	<b>Statements</b> We'll prepare a statement on the 20th of each month and send it to you monthly by post. You can ask us to send them less frequently or through Internet Banking.

## The following information doesn't form part of our agreement with you

## Our rights under our agreement with you

The non-personal terms set out our relationship with you and explain how your account will operate. Under those terms, we have a number of rights that you should be aware of. These include:

- Refusing or delaying payments
  - We can refuse to make a payment from your account or to accept a payment into your account for various reasons. These are set out in the non-personal terms and include a number of reasons related to concerns about possible scams, fraud or the security of your account.
  - We can also delay payments while we investigate. This could mean you're late in paying someone you need to pay.
  - If we remain concerned, we may refuse to make the payment even if you have checked it and confirmed you want it to go ahead.
- Blocking access to your account
  - We may block access to your account for various reasons, including if we have concerns about security or fraud. We can also block access if you don't give us information we need from you.
  - We may retain money in your account and not pay it to you in some situations. We'll only do this if another person claims that the money belongs to them or you don't address any concerns we have about the origin of the money.
  - We can block a third party provider from accessing your account if we think they don't have consent or are acting fraudulently.
- Situations when we may take money out of your account
  - We can take money out of your account in a number of situations set out in the non-personal terms.
  - We can do this if we paid you the money by mistake or if we think you received the money from someone else by mistake and we're asked to return it.
  - We can also do it if we paid you a refund and then find out you weren't entitled to it.
  - We can take money from your account to repay amounts you owe us or another Santander company.
- Changing or ending the agreement
  - We can change the interest rate (unless it's fixed), fees or other terms at any time by giving you notice. The reasons when we can do this are set out in the non-personal terms.
  - We can end this agreement immediately for various reasons set out in the non-personal terms, including if you break the agreement, are abusive to our staff or misuse your account.

## Other important information about your account

Your account balance and transactions on the account can be made available to your financial adviser or accountant in Internet Banking.

## **Financial difficulties**

We've got lots of help and support on our website **caterallen.co.uk**. Visit the 'Help with managing your money' section.

If you'd prefer to speak to someone independent there's help available, you can contact Business Debtline. They offer free and independent advice over the phone or online. Call Business Debtline on **0800 197 6026** or go to **businessdebtline.org** 

## **Alternative formats**

Cater Allen Private Bank can provide literature in alternative formats. The formats are: large print, braille and audio CD. If you'd like to register to receive correspondence in an alternative format contact us on **0800 092 3300**. If you are deaf, have hearing loss or speech loss, please use Relay UK at **relayuk.bt.com**. This is a free service that can help you communicate over the phone.

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# **INFORMATION SHEET**

Basic information about the protection of your eligible deposits			
Eligible deposits in Cater Allen Limited are protected by:	the Financial Services Compensation Scheme ("FSCS") <sup>1</sup>		
Limit of protection:	£85,000 per depositor per bank <sup>2</sup>		
	The following trading names are part of your bank:		
	Cater Allen Private Bank		
If you have more eligible deposits at the same bank:	All your eligible deposits at the same bank are "aggregated" and the total is subject to the limit of $\pm85,000.^2$		
If you have a joint account with other person(s):	The limit of £85,000 applies to each depositor separately. <sup>3</sup>		
Reimbursement period in case of bank failure:	20 working days <sup>4</sup>		
Currency of reimbursement:	Pound sterling (GBP, £)		
To contact Cater Allen Limited for enquiries relating to your account:	Tel: 0800 092 3300		
To contact the FSCS for further information on compensation:	Financial Services Compensation Scheme, 10th Floor Beaufort House,		
	15 St Botolph Street, London, EC3A 7QU		
	Tel: 0800 678 1100 or 020 7741 4100		
	Email: ICT@fscs.org.uk		
More information:	http://www.fscs.org.uk		

Additional information

### <sup>1</sup> Scheme responsible for the protection of your eligible deposit

Your eligible deposit is covered by a statutory Deposit Guarantee Scheme. If insolvency of your bank, building society or credit union should occur, your eligible deposits would be repaid up to £85,000 by the Deposit Guarantee Scheme.

#### <sup>2</sup> General limit of protection

If a covered deposit is unavailable because a bank, building society or credit union is unable to meet its financial obligations, depositors are repaid by a Deposit Guarantee Scheme. This repayment covers at maximum \$85,000 per bank, building society or credit union. This means that all eligible deposits at the same bank, building society or credit union are added up in order to determine the coverage level. If, for instance a depositor holds a savings account with \$80,000 and a current account with \$20,000, he or she will only be repaid \$85,000.

This method will also be applied if a bank, building society or credit union operates under different trading names. Cater Allen Limited also trades under the name Cater Allen Private Bank. This means that all eligible deposits with one or more of these trading names are in total covered up to £85,000. In some cases eligible deposits which are categorised as "temporary high balances" are protected above £85,000 for six months after the amount has been credited or from the moment when such eligible deposits become legally transferable. These are eligible deposits connected with certain events including:

- (a) certain transactions relating to the depositor's current or prospective only or main residence or dwelling;
- (b) a death, or the depositor's marriage or civil partnership, divorce, retirement, dismissal, redundancy or invalidity;
- (c) the payment to the depositor of insurance benefits or compensation for criminal injuries or wrongful conviction.

More information can be obtained under http://www.fscs.org.uk

### <sup>3</sup> Limit of protection for joint accounts

In case of joint accounts, the limit of £85,000 applies to each depositor.

However, eligible deposits in an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor for the purpose of calculating the limit of £85,000.

#### 4 Reimbursement

The responsible Deposit Guarantee Scheme is the Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU, Tel: 0800 678 1100 or 020 7741 4100, Email: ICT@fscs.org.uk. It will repay your eligible deposits (up to £85,000) within 20 working days until 31 December 2018; within 15 working days from 1 January 2019 until 31 December 2020; within 10 working days from 1 January 2024 onwards, save where specific exceptions apply.

Where the FSCS cannot make the repayable amount available within 7 working days, it will, from 1 June 2016 until 31 December 2023, ensure that you have access to an appropriate amount of your covered deposits to cover the cost of living (in the case of a depositor which is an individual) or to cover necessary business expenses or operating costs (in the case of a depositor which is not an individual or a large company) within 5 working days of a request.

If you have not been repaid within these deadlines, you should contact the Deposit Guarantee Scheme since the time to claim reimbursement may be barred after a certain time limit. Further information can be obtained under **http://www.fscs.org.uk**.

### **Other Important Information**

In general, all retail depositors and businesses are covered by Deposit Guarantee Schemes. Exceptions for certain deposits are stated on the website of the responsible Deposit Guarantee Scheme. Your bank, building society or credit union will also inform you of any exclusions from protection which may apply. If deposits are eligible, the bank, building society or credit union shall also confirm this on the statement of account.

# **EXCLUSIONS LIST**

A deposit is excluded from protection if:

- (1) The holder and any beneficial owner of the deposit have never been identified in accordance with money laundering requirements. For further information, contact your bank, building society or credit union.
- (2) The deposit arises out of transactions in connection with which there has been a criminal conviction for money laundering.
- (3) It is a deposit made by a depositor which is one of the following:
  - credit institution
  - financial institution
  - investment firm
  - insurance undertaking
  - reinsurance undertaking
  - collective investment undertaking
  - pension or retirement fund<sup>1</sup>
  - public authority, other than a small local authority
- (4) It is a deposit of a credit union to which the credit union itself is entitled.
- (5) It is a deposit which can only be proven by a financial instrument<sup>2</sup> (unless it is a savings product which is evidenced by a certificate of deposit made out to a named person and which existed in the UK, Gibraltar or a Member State of the EU on 2 July 2014).
- (6) It is a deposit of a collective investment scheme which qualifies as a small company.<sup>3</sup>
- (7) It is a deposit of an overseas financial services institution which qualifies as a small company.<sup>4</sup>
- (8) It is a deposit of certain regulated firms (investment firms, insurance undertakings and reinsurance undertakings) which qualify as a small business or a small company<sup>5</sup> refer to the FSCS for further information on this category.
- (9) It is not held by an establishment of a bank, building society or credit union in the UK or, in the case of a bank or building society incorporated in the UK, it is not held by an establishment in Gibraltar.
- <sup>1</sup> Deposits by personal pension schemes, stakeholder pension schemes and occupational pension schemes of micro, small and medium sized enterprises are not excluded.
- <sup>2</sup> As listed in Part I of Schedule 2 to the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, read with Part 2 of that Schedule
- <sup>3</sup> Under the Companies Act 1985 or Companies Act 2006
- <sup>4</sup> See footnote 3
- <sup>5</sup> See footnote 3

For further information about exclusions, refer to the FSCS website at www.FSCS.org.uk

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