



United National Bank

General Terms and Conditions

Applicable from 1st November 2009

1. Information about the bank

United National Bank Limited
2 Brook Street
London W1S 1BQ
Tel: 0207 290 8000
www.unbankltd.com

United National Bank is authorised and regulated by the Financial Services Authority. The company is registered in England and Wales and our registered number is 4146820.

If you use one of our other branches, your payment instruction may be processed by that branch. Details of all of our branch addresses and contact numbers can be found in our Key Features Document and on our website.

We may at our discretion, change our banking hours, banking practices, availability of branches and similar matters by giving you notice in branches or in the national press or by post (which includes statement messages). The change will apply from the date specified in the notice. If we plan to close or move the branch where you bank, we will give you at least 12 weeks prior notice. This notice will inform you how we propose to continue providing banking services for you.

Banking terms and conditions implied by law will also apply to our relationship with you unless varied or amended by any particular terms and conditions relating to an account or service, or by these general terms and conditions.

We may transfer all or any of our rights in relation to your account. We may also transfer any of our obligations, but only to an entity which we reasonably consider capable of performing these obligations. References to our bank in these terms and conditions would then be references to the new entity to whom any relevant right or obligation was transferred. You may not transfer any of your rights of obligations in relation to your accounts.

These general terms and conditions apply to current, savings, fixed term deposits and notice accounts and joint accounts. They explain our obligations to you and your obligations to us. They apply to all our bank services, but may be added to or varied by specific conditions for certain services.

2. Definitions

In these general terms and conditions

- a) **The Bank** means United National Bank
- b) **A Business Day** means Monday to Friday but excluding Bank Holidays
- c) **Account** means any account opened in the name of the account holders by the Bank
- d) **Joint Account** means an account opened in the names of more than one person
- e) **Current account** means an account where withdrawals can be made by cheque and on which no interest is paid on credit balances
- f) **Savings account** means any account bearing interest other than a fixed deposit account
- g) **Fixed Deposit Account** means either a fixed term deposit account or a call deposit account where money is placed with the bank for a fixed period or on call notice. Such accounts bear interest.

The service and information we provide

3. Before you become a customer of the bank, we will provide you with: details of the bank itself; a copy of the general terms and conditions; copies of all of our product literature that is relevant to you and the service you require, including rates of interest and details of our charges schedule; details of your right to cancel the contract; details of our internal complaints procedure and the Financial Services Compensation Scheme which United National Bank are a part of. We will also inform you of the cheque clearing process and details of when funds placed with us or transferred to us will be available to you.
4. At any time during our business relationship, you may request to receive a copy of our terms and conditions. These are also available at all times on our website for your information.
5. All the documentation that we provide to you, or communications we make with you will be in English and will be in a clear and comprehensible form. Our documentation is available at any time during our business relationship on our website or by request.
6. Any communications made with you during the course of our business relationship, for the purposes of providing you with information, will be made in writing. As previously stated, any changes to interest rates or charges will also be displayed in our branches or on our website which can be accessed through www.unbankltd.com
7. You should advise us immediately if you change your address. We will not accept instructions not to write to you. Where we hold a correspondence address and a different home address for you, we may send mail to your home address if correspondence is either returned from the correspondence address or you do not respond to mail sent to your correspondence address when we have requested you to do so
8. You will be able to provide us with written instructions to carry out a payment service. This will also include where you fill out a remittance form to carry out a payment transaction. We will use these instructions to pay the money away and this will be done electronically, for example, by SWIFT, which is a secure electronic payment system used by banks to facilitate quick and secure payments. The beneficiary should receive the money into their accounts within 24 hours for payments within the UK and EEA. If we receive payment instructions for direct debits or standing orders, or for payments to be sent outside of the EEA the beneficiary will receive the payment within 3 working days. The maximum execution time will be 3 days.
9. The only exception to the above is that payments to certain countries may be subject to further delays due to the systems they have in place. We will

inform you if your payment may fall into this category.

10. The time we deem to have received a payment order is the time at which the payment order, given directly by you, or indirectly through a payee, is received by us. If the time of receipt does not fall on a business day for us, the order will be deemed to have been received on the following business day.
11. In order for us to properly execute a payment instruction you must provide us with the correct account number and sort code of the beneficiary you wish to send the money to.

We are not liable for non-execution or defective execution of a transaction where you have provided the wrong account number and sort code for the beneficiary. We will make all reasonable efforts to recover the funds involved and we may charge you for any such recovery of funds.

12. We require written consent to enable us to process and execute any payment transaction. This can be in the form of a letter, or fax. A fax request can only be accepted if you have signed a fax indemnity form on account opening or subsequently. This allows us to accept faxed instructions on your account. Similarly, withdrawal of consent must be received in writing, again by letter, or fax (provided you have signed a fax indemnity form.) Consent must be given before the execution of the payment transaction.
13. In the event that we receive conflicting instructions, we may refuse to act upon such instructions until we have received clear instructions
14. Instructions will only be carried out during banking hours on business days and instructions with a foreign element will only be carried out on days when the relevant foreign bank is open for business in the country concerned.
15. You may withdraw consent to a payment transaction at any time before the point at which the payment instruction can no longer be revoked, which is after it has been received by us. In the case of a direct debit, you may not revoke the payment instruction after the end of the business day preceding the day agreed for debiting the funds. The only instance when a payment instruction may be revoked outside of these time-lines, is when we agree with you that this is acceptable.
16. Account holders may make transfers between any of their current and savings accounts by giving instruction in writing to us.
17. All payment instructions will be processed by the end of the next working day
18. Cash, cheques and other items payable to you can be paid into your account
19. Where you place cash into your account with us, in the same currency as your account, we will ensure that that amount is made available and value dated immediately after receipt of the funds.

20. Where you receive a payment transaction into your account, the credit value date will be the same day on which we received the money. We will ensure that the amount of the transaction received is available to you immediately after it is credited to your account.

The debit value date for the sender's account will be no earlier than the time at which the amount of the transaction is debited to that payment account.

21. If you wish to pay into your account a cheque or other item which has been made payable to a third party, that third party must endorse (sign) the back of the cheque or other document in favour of the customer. We may request further details before we agree to accept such a cheque or other payment made payable to a third party. If the cheque or other payment is marked on the front as 'not transferable' or 'account payee' we can only accept it for the account of the person to whom the cheque or other payment is made payable. The only exception for this is a joint account. We will accept cheques or other payments made payable to any of the joint account holders for the credit of the joint account. If the cheque or other payment is made payable to 2 payees and there is no joint account, it cannot be paid into a sole account.
22. Cheques or other payment items can be paid into your account by post, over the counter at any of the branches of our bank, or through NatWest or by personal delivery. We will only accept responsibility for such items after they have been received and checked by us. However, cash can only be accepted over our counters.
23. If we receive for payment, a cheque from you that is more than 6 months old, we are not obliged to make payment, but we may do so at our discretion.
24. Cheques can only be issued on a current account and on a pre-printed form provided to you by us. When writing a cheque, you must take all reasonable precautions to prevent it being altered by a third party. You must always draw cheques in such a manner as the unauthorised alteration or forgery of the cheque is not easy to facilitate.
25. You should not write a future date on a cheque as it may not be possible to prevent the payee from paying it into their bank before that date. If such a cheque is written by you, we will not be liable for any loss or damage suffered by you as a result of infringement of this condition by the bank paying a cheque before the due date.
26. Withdrawals from accounts in any currency other than Sterling may only be made by draft or telegraphic transfer.
27. Where you initiate a payment transaction, at your request, we will provide you with the following information: a) the maximum execution time, b) the charges payable by you in respect of that transaction and where applicable, a breakdown of these charges
28. We will only make payments from an account if there are enough cleared funds in the account to cover the payments, or in the case of payments from a current account, if the amounts to be paid are covered by an overdraft agreed between us. In making this calculation, we may include any other payments which we have agreed to make of which we have made from the account, or which may already have been authorised. This is irrespective of whether or not such transactions have already been deducted from your account

29. We may at our absolute discretion, in the case of customer aged 18 or over, allow you to make a payment from your account that may cause the account to go overdrawn or exceed any agreed overdraft limit. This is entirely at the discretion of the bank and does not place any obligation on us to so exercise our discretion in the same way at any time in the future.

Statements

30. If you have made a transaction on your account in any given month we will send you a written statement at the end of the month unless you have requested otherwise. This statement will contain details of all transactions made that month and will be sent to you through the post. If no transactions are made on your account, a statement will be sent out to you at least once a year. There will be no charge for providing you with your statement under these timescales.

The transaction details we will provide you with in the statement include the following:

- a) A reference enabling you to identify each payment and where appropriate, information relating to the beneficiary
- b) The amount of the payment transaction in the currency in which your account is debited or in the currency used for the payment instruction
- c) The amount of any charges and where applicable, a breakdown of these charges, or the interest payable by you
- d) Where applicable, the exchange rate used by us and the amount of the transaction after that currency exchange. (If this is not included on the statement, a separate notification will be sent to you advising you of this information.)
- e) A debit value date or the date of receipt of the payment instruction

You may request a copy of your statement more frequently than stated above and at any time during our business relationship. You can also be provided with a duplicate statement. Please note in such instances, there will be a charge for supplying the statements.

Where you receive payment into your account, we will provide you with details of these payments in your statement. As above, where you have received credits into your account on any given month, we will send you a written statement at the end of the month. The information we will provide you with is as follows:

- a) A reference enabling you to identify the transaction and where appropriate, the sender and any information transferred with the payment
- b) The amount of the transaction in the currency in which your account is credited
- c) Any charges and where applicable, a breakdown of the charges
- d) Where applicable, the exchange rate used in the transaction and the amount of the payment before the currency conversion. (If this is not included on the statement, a separate notification will be sent to you advising you of this information.)
- e) Credit value date

31. If we provide you with details of the balance of your account, this balance may include transactions that are still being processed, such as cheques which are in the process of being cleared and so may be subject to change. Any such balance given by us to you may not represent funds which are available for you to withdraw. We may also provide you with details of the available balance on your account. This will represent funds which the customer is able to withdraw (subject to other restrictions on withdrawal) and includes the amount of any overdraft which we have agreed to with you.
32. The bank has minimum balance requirement to be maintained in some accounts. The minimum balance requirements may change from time to time and customers will be advised at least 2 months in advance of any such change being implemented.

Charges

33. Details of all charges payable by you, to us, are listed in the separate Charges Leaflet that will be provided on account opening and is also available on our website. This leaflet forms part of our general terms and conditions. We reserve the right to change these charges and in these instances, we will write to you and inform you personally of the changes at least 2 months prior to the change taking place.

Interest rates

Notice accounts and fixed term deposits:

34. For our notice account and fixed term deposit accounts, changes in interest rate, that are favorable to you, will be applied immediately and without prior notice. We will display the rate changes on our website and in our branches within 3 working days of the change and will contact you personally within 30 days to inform you of the rate change.

For rate changes on our notice and fixed term deposit account that are not favorable to you, we will write to you personally to inform you of the change 30 days prior to the change taking place. Within this notification, we will suggest any comparable services for which you may be eligible and offer our assistance to either move you to another service, or move your account to a different firm.

Standard Savings Accounts:

35. Where we make an interest rate change on our standard savings accounts that is favorable to you, the change will be applied immediately without giving prior notice to you. We will display the changes in our branches and on our website within 3 working days of the change and will write to you personally to inform you of the rate change within 30 days of the change taking effect.

If we make a rate change on our standard savings accounts that is not favorable to you, then we will write to inform you of this change at least 2 months prior to the change taking place.

36. Interest is calculated on the daily cleared balance on the appropriate account and is paid in accordance with our standard practice as advised. In the case of accounts denominated in sterling, interest is calculated on the basis of a 365 day year or a 366 day year in a leap year and for all other currencies

on the basis of a 360 day year.

37. We will pay interest after deduction of tax at the applicable rate. Under existing UK law, starting and basic rate taxpayers have no further liability to UK tax. Account holders who are resident and ordinarily resident in the UK may receive interest gross; that is without the deduction of tax, if they are eligible and an Inland Revenue form R85 can be completed, signed by them and returned to us. Please speak to a branch manager if you think this applies to you.

Currency Conversion:

38. All payment transactions will be executed in the currency agreed between the bank and you. Where a currency conversion is offered before the initiation of the transaction, we will disclose to you all the charges, as well as the exchange rate to be used for converting the transaction.

Joint Accounts

39. Unless the following conflicts with any other instruction given in writing on the joint account to us, and until any of the joint account holders cancel this authority, we are authorised to:
- Pay all cheques and accept all other instructions for payment or to stop such payments, signed or given by any one of the joint account holders, whether the account is in debit or credit and,
 - Deliver any item held by us in safe keeping in the names of the joint account holders against the receipt of any one of the joint account holders and,
 - Accept instructions signed or given to us by any one of the joint account holders to act on behalf of all of the joint account holders in all other transactions with us, including providing a loan or overdraft or other facility and opening further accounts in the joint names of the joint account holders.
 - For such purposes, instructions may be in writing

We will accept such authority until it is cancelled by any one of the joint account holders (unless otherwise agreed in writing) or treated by us as cancelled.

If any of the joint account holders advises us of a dispute between any of the joint account holders, we may treat such as notice of cancellation of the authority. If we do accept this as notice of cancellation of the authority, any further transactions, including any payments by standing order or by direct debit, will need the authority of all of the joint account holders.

We may disclose to any of the joint account holders any information which we hold about the account

In the event of the death of any of the joint account holders, the survivor(s) have authority to instruct us to pay to them any credit balance and deliver to them any items held in safe keeping, subject to any rights which we or a third party may have.

Third Party Mandate

40. We will accept authority for a third party to operate an account. For us to accept such authority, all of the account holders in the case of a joint account or the account holder in the case of a sole account must sign an instruction (a third party mandate) to us to do so. Additionally, we will require to be satisfied as to the identity of any such third party, in accordance with normal procedures.

Returned Cheques

41. If a cheque or other payment which is paid into your account is returned unpaid, the amount shown on it will be debited from your account. We will send the debit advice to you. Depending on the reason for the cheque or other payment being returned unpaid, we will either re-present the cheque or return it to you. Different procedures apply to cheques drawn in a foreign currency other than in Euros) or cheques drawn in sterling or in Euros on a bank abroad.
42. If you wish to pay in cash or a cheque of one currency into an account in another currency, we will convert the amount at its applicable rate of exchange.
43. We may agree to negotiate a foreign cheque. This means we will add to your account immediately the full amount or converted amount, but if it is returned unpaid, we will have recourse against you and we are entitled to deduct from your account either the amount that we added, or if we have converted the cheque into another currency, the amount reconverted at the exchange rate applicable on the day that we made the deduction. This means that if the exchange rate has changed, the amount deducted by us could be greater or lesser than the amount originally credited to the account. If a foreign cheque is negotiated by us, we will deduct our fees at the time that it is paid in. If the cheque is returned unpaid, a further fee will be deducted at the time it is returned. The fees of our correspondents or agents may also be payable whether or not the cheque is paid.
44. In some cases, we may decide or agree to send a foreign cheque for collection. This means the amount will be credited to your account only when we have received the money from the bank on which the cheque was drawn. If we collect a cheque, we will deduct a fee from the proceeds at the time when they are received, or if it is not paid, we will charge you a fee at the time we receive the unpaid cheque. Such fees will include any charges made by our agents and any charges made by the bank on which the cheque was drawn.
45. Any foreign cheques must be endorsed. The signature should be in the same form as the customer's name on the face of the cheque
46. We take care in choosing our agents and correspondents when negotiating or collecting foreign cheques, but we do not accept liability for any loss, damage or delay which is not directly due to our own negligence. If exchange restrictions or other cause results in us receiving payment in a currency different from that of the cheque, neither we nor our agents will be liable for any loss in exchanging the proceeds in to the currency of your account. We may not always be able to negotiate or collect foreign cheques for you.
47. Reference to foreign cheques in these general terms and conditions includes other forms of foreign payment. The Uniform Rules for Collections, as

published by the International Chamber of Commerce from time to time also apply to any negotiation or collection of foreign cheques, or other forms of foreign payment.

Account information safety

48. You must take all reasonable steps to keep your cheque book, ATM card and PIN safe. PINS, passwords and security information should never be written down; instead, you should try to remember the information. You should not disclose your PIN or passwords to any third party. You must take reasonable care when storing or disposing of any documentation containing your account information. Simple steps such as shredding should be taken to ensure the security of your information.

If you have lost your cheque book, ATM card or someone knows your PIN, password or security information, please contact the bank immediately to inform us of the fact. The best way to contact us is by telephone on 0207 290 8000. If it is out of office hours, please leave a message informing us of the situation and we will deal with it first thing the next working day. We will ensure that you are always able to inform us of such matters.

49. We will ensure that all the personalised security features of your ATM card are not accessible to persons other than you, the person to whom it has been issued. We will not send you unsolicited cards, except where the card already issued to you is to be replaced.
50. We reserve the right to stop the use of your ATM card on reasonable grounds, which relate to: the security of the ATM card, the suspected unauthorised or fraudulent use of the card or if the card has a credit line, a significantly increased risk that you may be unable to fulfill the liability to repay.

Before we carry out any measures to stop the use of the ATM card, we will inform you that we intend to do so and give reasons for doing so. Where we are unable to inform you prior to stopping the instrument, we will do so immediately afterwards. This provision however does not apply where notification would compromise reasonable security measures or would be otherwise unlawful.

Unauthorised Payment Transactions

51. Your liability for any losses incurred in respect of unauthorised payment transactions is as follows:
- You are liable up to a maximum of £50 for any losses incurred from the use of a lost or stolen ATM card. You are similarly liable up to a maximum of £50 where you have failed to keep safe the security features of your ATM card
 - You are liable for all losses incurred where you have acted fraudulently or have with intent or gross negligence failed to use your ATM card and security features in line with their general terms and conditions, failed to report the loss of theft or failed to take all reasonable steps to keep the card and security information safe.
 - You are not liable for any losses which are incurred after you have notified us that your ATM card, PIN or password has been lost or stolen or if we have failed to provide a means by which you can notify us of the loss.
52. If you become aware of an unauthorised or incorrect payment transaction, you must notify us without any undue delay, and in any event, no later than 13 months after the debit date.

Where you deny having authorised a payment, it is for us to prove that the payment was authorised.

Subject to you notifying us of the unauthorised/incorrect payment transaction within the time periods mentioned above and where we cannot prove that the payment transaction was authenticated, accurately recorded, entered into our accounts and not affected by a technical breakdown, we will refund the amount of the unauthorised payment transaction and restore the debited account to the state it would have been in had the transaction not taken place.

53. Where the payment instruction has been initiated by you, we are liable to you for the correct execution of the transaction, unless we can prove to you and where relevant, the beneficiary's bank, that the beneficiary bank received the amount of the transaction sent. If you so request, we will make immediate efforts to trace the payment transaction and we will notify you of the outcome. If we are at fault, we will refund the amount of the transaction without undue delay. In the instance that we can prove that the beneficiary bank received the money, the beneficiary bank will be liable to the beneficiary for the correct execution of the transaction and in turn must make available the amount of the transaction to the beneficiary and where applicable, credit the amount to the beneficiary's account.

Refusal of payment instructions

54. We reserve the right to refuse to execute a payment instruction, for example, if you have insufficient funds in your account to do so. In these cases, we will notify you of the refusal, and if possible, reasons for the refusal and the procedure for rectifying any factual errors that led to the refusal. We will notify you in writing of the refusal. There may be a charge applied for us having to send you such a notification. We will not notify you of the refusal to execute if such notification would be otherwise unlawful.
55. In the event that a petition for a bankruptcy order is made against you, then you agree that we may refuse to act on any instruction given by you or any one else to make a payment out of your account, unless there has been an appropriate order previously obtained from the court, a certified copy of which has been shown to us and further that we are authorised to set up a separate account in your name to which any future payments may be credited.

Payments initiated by or through a payee

56. You are entitled to a refund from us for the full amount of any authorised payment transaction which has been initiated by, or through a payee where:
- a) The authorisation did not specify the exact amount of the payment transaction when you gave authorisation for the payment and
 - b) Where the amount of the transaction exceeded the amount that you could reasonably have expected taking into account your previous spending pattern, the terms and conditions and the circumstances of the case.

An example of this could be where a direct debit is taken from your account for more than what you authorised to be taken.

This right to a refund will not apply where you have given consent directly to us for the payment transaction to be executed and if the information on the payment transaction was provided or made available to you for at least 4 weeks before the due date by either us or the payee.

57. You must request a refund from us within 8 weeks from the date that the funds were debited. We may require you to provide us with information which would be reasonably necessary for us to ascertain whether the amount should be refunded. We will then either, refund the full amount of the transaction, or provide justification for refusing to refund the payment transaction. The refund, or justification for not refunding will be provided within 10 business days of receiving a request from you, or where applicable, within 10 working days of receiving any additional information required from you.
58. We will be liable to you for any charges for which you are responsible and any interest that you must pay as a consequence of the non-execution or defective execution of a payment transaction.

Changes to the terms and conditions and termination of the contract

59. We will give at least 2 months prior notice of any changes to the terms and conditions of your account. If you do not contact us to notify us that you do not accept these changes before their proposed date of entry into force, you will be deemed to have accepted the changes.
60. The contractual relationship between us and you will continue for as long as you remain a customer of the bank or until either the bank or you terminate the contract.
61. For our standard current and savings accounts, you may terminate the contract at any time. This must be done in writing. For joint accounts, all customers must agree and sign for account closure. We will not charge for the termination of the contract. We may terminate the contract by providing you with at least 2 months written notice of our intention to do so.

For our fixed term deposit accounts and notice accounts, there is no right to cancel the contract. For our notice account, the specified amount of notice must be given on that account before the account can be closed. You may be able to withdraw early from a fixed term deposit if you request, but this will be at the banks discretion and will also be subject to a penalty being applied.

62. The above conditions do not affect any right of a party to the contract to treat it as unenforceable or void, which includes any right arising out of a breach of contract.
63. We will return all cheques drawn on an account which has been closed but may require you to repay any money owed to us, including the amount of any cheques which have been issued and which are paid by us after closure, together with any charges incurred.
64. We value our customers' business but also acknowledge that, on rare occasions, you may not feel fully satisfied with the service provided by the bank. If you have a grievance, please ask a member of staff who will advise you of the internal complaints procedure of the bank. You can contact us by calling our Customer Service Department on **020 7290 8000**.

We are covered by the Financial Ombudsman Service and if you are not entirely satisfied with our response you can refer your complaint to them. The contact details for the FOS are as follows:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
www.financial-ombudsman.org.uk
Tel: 0845 080 1800

65. We will ensure that the full amount of a payment transaction is transferred to the beneficiary. Any charges incurred will be in-line with our charges leaflet, which forms part of these terms and conditions and will be charged in addition to the amount being transferred. Charges will not be deducted from the amount of the payment to be transferred. If you do not have sufficient money in your account to cover the amount to be transferred and the charges incurred, we will not send the payment.
66. Neither the bank nor you will be liable for any contravention of a requirement imposed under these terms and conditions where the contravention is due to abnormal and unforeseeable circumstances beyond your or our control, the consequences of which would have been unavoidable despite all efforts to the contrary.
67. We will not be liable for any contravention of a requirements imposed on us under these terms and conditions where the contravention is due to the obligations imposed on us under other provisions of Community or national law.

Post sale requirements

68. Any services we provide to you will be prompt, efficient and fair. Treating Customers Fairly is a central principle for the bank and we will ensure you are treated fairly at all times.

Customers in financial difficulty

69. We abide by Principle 6 of the FSA's Principles for Business at all times during our business relationship. We will always pay due regard to your interests, and will always deal fairly with you should you experience any financial difficulties.

Moving your banking service

70. Should you wish to move your banking service from us to another firm, we will provide a prompt and efficient service enabling you to do so.
71. If you wish to move your banking service from us to another firm we have no arrangements with, we will only be able to assist you in respect of terminating your banking service with us and returning any deposit (with interest as appropriate) to you.
72. If you wish to move your banking service from us to another firm we do have arrangements with, we will be able to assist you with termination of your account with us and then the transfer of any account balance and details of direct debits and standing orders to the new firm.

Lost and Dormant accounts

73. We will assist you in so far as possible to trace, and if appropriate, have access to a deposit held in a lost or dormant account at our bank. This will apply even if you are unable to provide us with sufficient information to identify the account concerned and you have not carried out any transactions on the account for an extended period of time.

Hold Mail Requests

74. We will not accept any instructions to hold your mail

Borrowing

75. Borrowing can be arranged for customer aged 18 or above, either on an overdraft, on a current account or by a separate loan. We will agree with you the most suitable form of borrowing for you.
76. Unless an overdraft has been agreed with us, you must always keep your account in credit.
77. If an overdraft has been agreed on your account, the interest rate will be shown in a letter that sets out the terms of the overdraft. You must not go over any agreed overdraft limit without our prior consent and agreement. We reserve the right to reduce or increase any agreed limit but will write to inform you when we do so.
78. We will tell you the amount of any arrangement fee which we may charge for agreeing an overdraft and any fee which we may charge for renewing or reviewing an overdraft.
79. We reserve the right not to pay a cheque or other item if that would make your account go overdrawn or go over your agreed overdraft limit. If this happens, we reserve the right to charge a fee for returned items.
80. If we have to return 3 or more items unpaid on a current account due to insufficient funds, we reserve the right to close that account in line with the set out notification periods. We will return any credit balances on the account. If the account is overdrawn, we will require you to repay the money owed to us.
81. If we, in our absolute discretion decide to pay a cheque that causes the account to go overdrawn or exceed the agreed overdraft limit, this does not mean that we have agreed an overdraft or an increased limit. You must immediately pay into your account enough money to cover the overdrawn amount or the amount that has gone over your overdraft limit.
82. If your account goes overdrawn or over an agreed limit, we reserve the right to charge interest on the amount exceeded. We may continue to charge this rate until there is a cleared credit balance, or until an overdraft has been agreed, or the exceeded amount on an agreed limit has been paid back. The rate of interest charged may vary and details of this can be obtained from any branch.
83. In addition to charging interest, we also reserve the right to charge a fee for an overdraft not agreed in advance.
84. We will work out the interest owed by you on an overdrawn account on the cleared debit balance of that account on a daily basis. The interest will be debited to the account monthly.
85. Any overdraft limit can be withdrawn by us at any time and if this happens, you must pay back to us any money that you owe us immediately.
86. If any account is in credit, we reserve the right to use such credit to reduce or repay to us any overdrawn amounts on other accounts we hold in the same name or joint accounts.

Responsibility for borrowing

87. Any individual customer is personally responsible for any money borrowed from us, whether this arises from the actions of that individual or any other person authorised by that individual.
88. In the case of joint accounts, all holders are together and individually responsible for any money owed to us on such joint account. We may demand repayment from all and any of such joint account holders for money owing on such account.
89. Where in the case of a joint account any joint account holder has an account in his or her sole name and that account has credit balance, we reserve the right to set off such monies against money owing to us on the joint account

Confidentiality and Data Protection

90. We will treat all your personal information as private and confidential (even when a customer is no longer a customer). Nothing about your relationship with us, or your name or address will be disclosed to anyone, other than in accordance with the terms set out below or;
- Where we or any third party acting on our behalf is legally compelled to do so
 - Where there is a duty to the public to disclose
 - When our interests require disclosure or
 - Where disclosure is made at your request or with your consent.
91. When considering a customer's application to open an account, and where appropriate from time to time during our business relationship, we may search your record at credit reference and fraud prevention agencies. The result of these searches will be added to your records and your original application. If you give false or inaccurate information and we suspect fraud, we will record this. We will also use credit scoring and may search the voters' role and carry out other identity checks. We will record with credit reference agencies details of your agreement with us, your payment record and in particular, any default where you do not make satisfactory repayment proposals. If details of your default are given to credit reference agencies, this may make it difficult for you to obtain credit elsewhere in the future.
92. Records held by credit reference and fraud prevention agencies may be used and searched by us and by other organisations for the following purposes:
- Help make decisions about credit and credit related services and to manage accounts for customers
 - Fraud prevention, debtor tracing, debt recovery and to check customers identity to prevent money laundering
93. We and credit reference and fraud prevention agencies also use records for statistical analysis about credit and fraud matters.
94. If a customer requires details of the credit reference and fraud prevention agencies used by us, please contact the data protection officer at our Main Branch London.
95. We may use, analyse and assess information held about you and your relationship with us, including that nature of your transactions for credit assessment, market research and in servicing your relationship with us.
96. Information may also be disclosed to members of the bank and to others to provide the customer with services, for the purposes of fraud prevention, audit and debt collection and if required, by governmental and non-governmental regulators or ombudsmen.
97. We may exchange between our different departments, use, analyse and assess information held about you and your relationship with us, including the nature of your transactions, to give you information about products and services from members of our banks group and those selected third parties, which may interest you, by telephone, post or other means. Your name and address will only be disclosed for marketing purposes to the extent that it has been agreed to by you.
98. If you do not wish to be contacted for marketing purposes, please inform us.
99. Under Data Protection Legislation, you can ask in writing for a copy of certain personal information held by us about you. There is a charge of £10 to obtain this information.
100. To ensure we carry out your instructions clearly and accurately and to help us continually improve our service and in the interest of security, we may monitor and record telephone calls made by you to the bank. In the interests of security, we may use CCTV recording equipment in and around our premises. All recordings are the sole property of the bank.
101. We may need to make and retain photocopies of passports, driving licenses or other identification evidence produced to us by you.
102. If a banker's reference about you is requested, we will ask you for your written consent to give this reference before it is given.

Jurisdiction and Governing Law

103. These general terms and conditions are governed by English Law
104. The courts of England have non-exclusive jurisdiction to settle any dispute arising out of or in connection with these general terms and conditions (including dispute regarding the existence, validity or termination of these general terms and conditions) ('a dispute').
105. You and the bank agree that the courts of England are the most appropriate and convenient courts to settle disputes and accordingly neither will argue to the contrary.
106. This condition is for the benefit of the customer and the bank only. As a result neither the customer nor the bank shall be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law, the customer and the bank may take concurrent proceedings in any number of jurisdictions.

ALL customers must sign this form.

Your agreement with us:

By signing below, you, the individual(s) named in this form are:

- (1) confirming you are applying to the Bank for banking services;
- (2) confirming that any details you have supplied to us are true and complete;
- (3) authorising us to:
 - (i) make credit reference and other enquiries in connection with this application in accordance with our normal procedures; and
 - (ii) disclose information to licensed credit reference agencies and otherwise in accordance with conditions 91-102.
- (4) confirming that you understand that credit reference agencies record information and the information they record may be used by other organisations to help make decisions about credit and credit related services and to manage accounts for customers and for fraud prevention, debtor tracing, debt recovery and to check a customer's identity to prevent money laundering;
- (5) agreeing to be bound by the terms of the application and the Bank's General Terms and Conditions which contain your obligations to us and our obligations to you which may be altered from time to time;
- (6) understanding that the Bank may decline your application without stating a reason.

For Joint Accounts only:

- (A) You agree that we may debit your joint Account with cheques and other forms of instructions for payment authorised by any one of you as detailed in condition 39.
- (B) You agree that we will send regular statements of Account to only one of you unless otherwise notified to us in writing.
- (C) Each of you agree to indemnify the Bank against any loss or damage suffered by the Bank should any information given by any of the Account holders prove incorrect.

(All signatories must sign)

I/We have received and read the terms and conditions governing operation of this Account.

Title of Account:

Full Name:

Signature:

Date:

Full Name:

Signature:

Date: