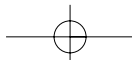




# Business Terms and Conditions

CATER ALLEN  
PRIVATE BANK



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These Business Banking Conditions set out the contract between Cater Allen Private Bank, and you, for the conduct of your Account. In some places these Conditions refer to details, such as interest rates and charges, which we will give you separately. Those details also form part of the contract between us.

These Conditions may be varied by us - see Condition 15 and are in addition to any other conditions which are implied or included in the contract between us by law, even if they do not appear in these Conditions. If there is any conflict between implied conditions and these Conditions, these Conditions will apply.

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

## 1. Definitions

- 1.1 'Account' means any Corporate Account, Reserve Account, Asset 30 Account, Client Account, Solicitors Account for Undesignated Client Funds or other business or organisational account that you have with us where we tell you these terms and conditions will apply. References to an Account are references to all Accounts you have with us unless we make it clear that a condition only applies to a particular type of Account.
- 1.2 An 'Authorised User' is someone you have requested and authorised to operate the Account and/or to have access to information related to the Account whether by the issue of a Card or otherwise and may include pension or other trustees and SIPPS members where relevant.
- 1.3 'Card' means any GOLD VISA deferred-debit card issued by us to the Account holder or to an Authorised User to operate the Account and/or to provide access to information related to the Account.
- 1.4 'Card Transaction' means any payment, transfer or cash withdrawal made by using the Card.
- 1.5 'Personal Security Information' means any numbers or other information (including Personal Identification Numbers ('PINs') and Personal Access Codes ('PACs')) we give you, or ask you to choose, in order to use telephone, postal or fax or other services securely or for the protection of your privacy and/or making payments using card operated machines.

- 1.6 '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.

## 2. Opening an account, your authority to us, and changing your details

- 2.1 When you open an Account, we will give you a product fact sheet and interest rate sheet containing the following information:
- (a) whether we require a minimum initial deposit or a minimum balance to be maintained;
  - (b) whether there are limitations on the number or value of withdrawals you can make in a particular period;
  - (c) details of the interest rate applicable to the Account, including details of when interest will be credited to the Account;
  - (d) whether funds can be held in currencies other than sterling; and
  - (e) whether Card or internet services are available to you in relation to that Account.
- 2.2 When you apply for your Account, or subsequently, we will also agree with you who will be an Authorised User. We can treat any instructions given, actions taken or omissions made by any Authorised User(s) as being your instructions, actions or omissions. Please read references in these Conditions to "you" and "your" accordingly. We can treat notice or information provided to any Authorised User(s) as notice or information provided to you. You will ensure that the Authorised User(s) take any action required under these Conditions and do(es) not do anything that is not allowed under these Conditions.
- 2.3 Under the Account Mandate and Declaration, you authorise us:
- (a) to honour and comply with all cheques drawn on your behalf and debit such cheques to the Account;
  - (b) to honour and comply with all instructions for withdrawal from the Account; and
  - (c) to collect for credit to the Account, all instruments endorsed on your behalf,

provided that such cheques or endorsements are signed, and instructions given, by you or by an Authorised User (or, if agreed between you and us, by two or more Authorised Users), whether the Account is in credit or debit.

- 2.4 This authorisation is to remain effective until we receive your written notification to the contrary and we can rely on any resolutions or other formal authorities until we receive notice in writing of any amendment or revocation and notwithstanding any change in your constitution (or name) and/or any change by death, bankruptcy, retirement or otherwise.
- 2.5 In the case of a partnership, upon any of your partners ceasing to be a partner by death or otherwise, we may, in the absence of written notice to the contrary to us, treat the surviving continuing partners as having full power to carry on the business of the firm and to deal with its assets as freely as if there had been no change. Notice can be given by any partner or by the executors, personal representatives or trustees of the outgoing or deceased partner.
- 2.6 In the case of a company, trust or other entity, upon any of your trustees or authorised officials ceasing to hold their official capacity by death or otherwise, we may, in the absence of written notice to the contrary to us, treat the surviving continuing trustees or authorised officials for the time being as having full power to carry on the business of the Company, trust or other entity, and to deal with its assets as freely as if there had been no change. Notice can be given by any trustee or authorised official or by the executors, personal representatives or trustees of the outgoing or deceased trustee or authorised official.
- 2.7 You authorise us to send copies of all statements issued in respect of the Account and to disclose details of that Account to your professional advisor as named in your application or their successors in title.
- 2.8 You authorise us to comply with all withdrawal instructions given by telephone, post or fax, providing that such instructions are given in accordance with the current mandate to operate the Account. We may act upon such instructions immediately and without further enquiry unless we have cause to be suspicious as to the nature

and/or content of the request. Please note though that where instructions are given by fax we may telephone you to confirm your instructions and security details before accepting those instructions.

- 2.9 You shall, as and when necessary or when we ask you, supply to us lists of current officials authorised to sign, with specimen signatures and other information we reasonably require.
- 2.10 Any indebtedness or liability incurred by you under or in relation to any Account shall, in the absence of any express written agreement by us to you, be due and payable on demand.
- 2.11 You must let us know as soon as possible when you change your:
- company name
  - company address
  - company phone number
  - if any authorised users' details have changed

### **3. Partnership accounts**

- 3.1 If you have an unlimited partnership Account:
- (a) All partners will be liable (individually and together) for any money due to us.
  - (b) Each Card, PIN, PAC or selected personal information is personal to the individual partner or Authorised User. That person must not let the other partner(s) or Authorised User(s) use them. We will send one statement 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 7.1 can be given in accordance with the Account mandate.
  - (e) If there is a dispute between the members of a partnership, the Account shall continue to operate in accordance with the operating instructions provided to us, until such time as we are notified differently.

## 4. Deposits

4.1 For all Accounts other than the Solicitors Account for Undesignated Client Funds, you can deposit money into your Account electronically, for example by setting up Standing Orders or Direct Debits using the Bankers Automated Clearing Services ("BACS") and the Clearing House Automated Payment System ("CHAPS"). You can also deposit into your Account, using the slips in your Paying In Book, by cheque and cash over the counter at any branch of the Royal Bank of Scotland, or by sending your cheques accompanied by completed Paying In Slips to us using the reply paid Milton Keynes envelopes that we supply to you. We reserve the right to refuse any deposit. Funds may be paid into the Solicitors Account for Undesignated Client Funds by CHAPS or cheque only.

4.2 Cheques will become out of date 6 months after the date they are drawn. You should therefore pay them in so that they are presented for payment in time. We will return any out of date cheques to you.

4.3 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. Please indicate the account details on payments as follows:

- (a) Cheques must be made payable to the account name for which they are destined. Cheques made payable to Cater Allen Ltd or Cater Allen Private Bank will not be accepted to protect account holders from fraud. You must also give us the account number.
- (b) CHAPS and BACS payments must include the account name and account number that they are destined for.

4.4 Provided deposits are correctly identified as set out in Condition 4.3, deposits will reach your Account as follows:

- (a) Funds deposited by CHAPS transfer will be treated as received on the same Business Day, provided you have notified us before 12.00 noon and the funds arrive before 3.00pm on that day. Otherwise, they will be treated as being received on the next Business Day. Business Days are days of the week excluding Saturdays, Sundays and English Public Holidays.

- (b) Subject to Condition 4.5 funds deposited by cheque will normally be available so that you can draw against them on the sixth Business Day, from the date they are paid in. This is three Business Days later than the central clearing cycle, which normally takes three Business Days. Interest will be earned from the fourth Business Day from the date the cheque is paid in, subject to the balance requirements of your Account. For cheques sent by post, timescales will apply from the day we receive the cheque.

| DAY CHEQUE RECEIVED | DAY INTEREST EARNED* | DAY FUNDS AVAILABLE (the following week) |
|---------------------|----------------------|--|
| Monday              | Thursday             | Monday                                   |
| Tuesday             | Friday               | Tuesday                                  |
| Wednesday           | Monday               | Wednesday                                |
| Thursday            | Tuesday              | Thursday                                 |
| Friday              | Wednesday            | Friday                                   |

\* This is one day later than the central clearing cycle and enables us to provide a lower clearing tariff to our customers than would otherwise be possible.

The timescales given in this table are for guidance purposes only and illustrate when we aim to make funds available to you. Please note that cheques can be returned unpaid by the bank of the individual who wrote the cheque after this time, even where funds have been made available.

- (c) Bankers drafts, counter cheques and deposits made by cash at a branch of the Royal Bank of Scotland will be treated in the same manner as cheques paid into your Account.
- (d) Deposits using BACS will be available so that you can draw against them on the day we receive them. This will normally be the third Business Day from the date they are sent. This is the same as the central clearing cycle. Interest will be earned on the BACS deposit from the Business Day that the money arrives in your account.

### 4.5 Unpaid Items

- (a) The balance shown on your Account may include cheques and other items paid into it that are still being processed and we may refuse to allow you to draw against them.
- (b) If an item has been returned unpaid we will debit your Account with the amount of that

item and with any interest we have paid you on it, even if you have withdrawn against it.

- (c) You may incur a charge if by debiting the item the balance of your Account falls below the minimum required. You may also incur a charge and interest if it overdraws your Account.

## 5. Withdrawals

- 5.1 Your Account may be subject to limitations on the number or value of withdrawals you are allowed to make in a particular period. Your Account may also be subject to a minimum balance that must be maintained at all times. If such a balance applies and the balance of your Account falls below it during any statement month a fee may be charged (see the Banking Tariff for more details).
- 5.2 Details of these features of your Account can be found in the product fact sheet provided to you when you opened the Account.
- 5.3 For all Accounts other than the Solicitors Account for Undesignated Client Funds, you may withdraw money from your Account by Bill Payment instructions, Direct Debit or Standing Order (all using BACS), Internal account transfer, CHAPS, Bankers Draft, international transfer or by cheque. If you have a Gold VISA deferred-debit card you may also withdraw cash from any cash machine displaying the VISA logo, by using the Card to set up a continuous payment authority or using it as a debit card. We may need to ask you for further information to confirm your identity before allowing you to make certain withdrawals (see Conditions 11 and 12 for more information). Money may be withdrawn from the Solicitors Account for Undesignated Clients Funds by CHAPS or cheque only.
- 5.4 You may only withdraw up to the available balance on your Account. Please ensure you have sufficient funds available in your Account before writing a cheque, using your Card or setting up an automated payment (e.g. a Standing Order or Direct Debit). If we have to return a cheque, Standing Order or Direct Debit a fee may be charged (see the Banking Tariff for more details).
- 5.5 If you overdraw your Account, you are in breach of these Conditions and must immediately pay sufficient money into your Account to put it back

into credit, taking account of any overdraft interest and charges you have incurred. You authorise us to pay off or reduce an overdrawn balance on your Account by transferring funds from any of your other accounts with us. Please see the tariff of charges for details of our charges and interest rates for unauthorised overdrafts. Interest on your overdraft will be calculated on a daily basis. We will tell you in your statement how much interest you owe us for that statement period and will take it from your Account 21 days later.

### 5.6 Withdrawals by CHAPS

- (a) Sterling CHAPS withdrawals from your sterling Account will be sent on the same day, provided that:
- (i) the day is a Business Day;
  - (ii) the instructions are received before 3.00pm; and
  - (iii) the instructions are in accordance with your mandate.

Otherwise, providing your instruction is in accordance with your mandate it will be sent the next Business Day.

- (b) US Dollar and Euro CHAPS withdrawals from your US Dollar or Euro Accounts respectively will be sent on the same day, provided that:
- (i) the day is a Business Day;
  - (ii) the instructions are received before 10.30am; and
  - (iii) the instructions are in accordance with your mandate.

Otherwise, providing your instruction is in accordance with your mandate it will be sent the next Business Day.

- 5.7 Automated payments from your Account (e.g. Standing Orders or Direct Debits) will normally be debited at the beginning of the Business Day that they are due. You should therefore ensure that there are sufficient funds in your Account the day before the payment is to be sent.
- 5.8 You may cancel a Standing Order you no longer need by telling us. You can do this up to the day before it is due to be debited. You can also ask us

to recall a Standing Order after it has left your Account as long as we receive your request before 2.30pm on the Business Day after the payment has been taken from your Account. A charge applies for recalling Standing Orders (see the Banking Tariff for more details).

- 5.9 You may cancel a Direct Debit you no longer need by telling us. You can do this up to and including the day it is due to be debited. You should also advise the person or organisation that collects it. You may also cancel a Direct Debit by only telling the person or organisation that collects it and not telling us, but they will need longer to cancel it.
- 5.10 Bill Payments will be sent, by BACS, on the same day, provided that day is a Business Day, the instructions are received before 3.00 p.m. and are in accordance with your mandate. Payments may take 3 to 5 Business Days to arrive.
- 5.11 When you use a Cater Allen cheque, we will work out interest on your Account as if the cheque was deducted from the Account on the Business Day prior to the day it was presented for payment. This is one day earlier than the central clearing cycle and enables us to provide a lower cheque clearing tariff to our customers than would otherwise be possible.
- 5.12 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.
- 5.13 We will "stop" any of your cheques at your request as long as:
- (a) The cheque has not already been paid;
  - (b) You give us sufficient details; and
  - (c) You have not used your Gold VISA deferred-debit card to guarantee payment of the cheque.
- A charge applies for "stopping" cheques (see the Banking Tariff for more details). We cannot "stop" a bankers draft or counter cheque you have asked us to draw for you.
- 5.14 There are maximum daily limits on the amount you may withdraw in cash from your Account. We will tell you these when you open your Account. These limits may change.

## 6. Interest and charges

- 6.1 Interest is calculated daily at our published or agreed rates and, for all Accounts other than the Solicitors Account for Undesignated Client Funds, will be added to your Account at the frequency and on the days set out in the Account fact sheet provided to you when you opened the Account. Interest on the Solicitors Account for Undesignated Client Funds will be added to a nominated bank account at the frequency and on the days set out in the Account fact sheet.
- 6.2 We will tell you the interest rate that applies to your 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 on 0800 092 3300.
- 6.3 We will tell you our Banking Tariff of charges for day-to-day charges and about any changes in the Banking Tariff. We will also tell you about any charge for a service related to your Account that is not in our Banking Tariff. We will do this on request or before or when we provide the service to you.
- 6.4 We may change our interest rates and our day to day charges (including introducing new charges) at any time. We will notify you in writing within 30 days of any change in interest rates. We will give you at least 30 days' prior written notice if we increase our day to day charges or introduce new charges.
- 6.5 We may change our interest rates or day to day charges for one or more of the following reasons:
- (a) To reflect changes in market conditions, including any change in money market interest rates;
  - (b) To reflect changes in the cost of providing a service to you, including direct costs we are required to pay others;
  - (c) To reflect changes in technology; or
  - (d) To reflect any legal or regulatory requirements or guidance, or any decision or recommendation by a court or the Financial Ombudsman Service.
- 6.6 We may also change our interest rates and/or charges for any other reason that is valid. If we do so we will give you notice and you are free to

close your Account immediately without loss of interest but you must repay any interest or charges outstanding on your Account.

## **7. Closing and suspending access to your account**

- 7.1 You may close your Account at any time by giving us notice. If you have an Asset 30 Account, you must 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' net interest as detailed in the Asset 30 Account fact sheet.
- 7.2 We may close your Account without giving you any reason. If we decide to do this we will wherever possible give you at least 30 days' notice unless there are exceptional circumstances; e.g. we believe you are no longer eligible for the Account, you have given us false information, you or someone else are using the Account illegally or fraudulently, or you are seriously or persistently in breach of these Conditions.
- 7.3 In either case, you must pay us any amounts you owe us. These Conditions will continue to apply to your Account until all the cheques drawn on it and other amounts you owe on it have been paid, and all Cards and chequebooks have been returned to us.
- 7.4 In exceptional circumstances, we may, without prior notice, have to suspend your right to operate your Account.

## **8. Taxation**

- 8.1 You may be able to receive your interest gross and we will require you to complete any appropriate forms to do so, otherwise we will deduct tax on interest at the prescribed rate before we pay it to you (except for the Solicitors Account for Undesignated Client Funds where all interest is paid gross).
- 8.2 In the event that we are required to pay the Inland Revenue tax on interest that we have paid gross to you, you must reimburse us any such sums on demand.
- 8.3 There may be other taxes or costs that are not paid through us or imposed by us that you have to pay in connection with your Account.

## **9. Statements**

- 9.1 We will send you statements for your Account at regular intervals as detailed on the relevant Account fact sheet. If we issue you with a Gold VISA deferred-debit card on your Account, you will be sent monthly statements for that Account.
- 9.2 In the case of Client Accounts we may send you sub-account statements and monthly summary reports if you request these.
- 9.3 If you wish to query any item on the statement you must contact us within 60 days of the statement date. This is so we can investigate the query within the timescales given by VISA International in their rules. If we do not hear from you within this time period you will be deemed to have agreed with all the items on your statement.

## **10. Cards**

- 10.1 On certain Accounts, you may apply for up to two Gold VISA deferred-debit cards to be issued to you or Authorised Users. Separate terms and conditions apply to the use of the Card. A copy of those terms and conditions will be provided when you apply for the Card.

## **11. Issue and use of Cards, chequebooks, telephone, postal and fax services and personal security information**

- 11.1 We take great care, by following regulatory requirements and good industry practice on system security, to ensure that only you can carry out transactions on your Account when you operate it by Card, telephone, post or fax.
- 11.2 The security procedures may limit the amount that you may withdraw, pay or transfer from the Account and may require withdrawals to be made by transfer to one or more previously agreed accounts.
- 11.3 We will normally give you at least 14 days' notice of any change to the security procedures or the withdrawal limit but can make a change on shorter notice or immediately if we consider this necessary to prevent security being compromised.
- 11.4 When we issue a Card or provide access to telephone, postal or fax services we will tell you and we will give you or ask you to choose Personal Security Information that you will need in order to use the service securely and to ensure your privacy. For example:

- (a) We will notify you of your PIN to be used with your Card. We may also ask you to choose a password or other Personal Security Information as a means of identification for example when buying goods or services with your Card.
- (b) When you apply for your Account, we will issue a PAC to each Authorised User. These will be used for security purposes or contacting us by telephone. We will not act on instructions using these facilities if we are in doubt as to your identity. You agree to indemnify us in respect of any losses or liabilities we incur as the result of carrying out instructions given, or apparently given, by you provided that we have carried out our usual security checks.

11.5 The care of your chequebooks, Cards and Personal Security Information is essential to help prevent fraud and protect your Account and to ensure this you must follow the safeguards set out in Condition 12.

11.6 We may issue a Card and a chequebook and assign Personal Security Information to every person you nominate to be an Authorised User. Until any such nomination is revoked, we may issue renewal and replacement Cards and chequebooks and change or replace Personal Security Information, where appropriate. The Conditions applying to your use of a Card or chequebook, and those applying to telephone, post and fax services, apply equally to use by Authorised Users.

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

11.8 We are not liable if any Personal Security Information is not accepted to carry out any telephone or fax transaction or function.

11.9 We may refuse to act on any instructions which are unclear or if we doubt their authenticity. If you do not recognise a Card Transaction or any other transaction which appears in your statement, we will give you more details if you ask us. In some cases, we will need you to give us confirmation or evidence that you have not authorised the transaction.

11.10 Telephone, postal and fax services

- (a) If we come to 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. You cannot normally revoke instructions after you have given them. If we are able to stop or reverse the transaction, you must pay any costs. We will tell you in advance what these costs will be.
- (b) We may act on any telephone, postal or fax instruction which we reasonably believe you have given us, even if in fact it has not come from you. You will indemnify us against any loss we suffer as a result of acting in good faith on any telephone or fax instruction from, or apparently from, you, provided we have carried out our usual security checks. Your indemnity to us will not apply if our loss would still have arisen from a written paper instruction, unless you would also have been bound to indemnify us against that.
- (c) We may insist on you confirming any telephone or fax instruction in conventional written form. We need not wait for confirmation before acting on the instruction.
- (d) We advise you:
  - (i) against using analogue mobile or cordless phones to contact us as they can sometimes be intercepted or overheard;
  - (ii) to be careful not to let other people see or hear your details if you are on a telephone in a public place.

11.11 Withdrawal of Personal Security Information, telephone, postal or fax services

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

related services.

If we do this, we will tell you what you need to do to get a new PIN or PAC or other Personal Security Information.

- (b) Following suspension or termination, these Conditions will continue to apply to any use made of the Card, Account or telephone, postal or fax services and to any amount which you owe as a result of such use.

## **12. Care of your cheques, Card, PIN, PAC, passwords and selected personal information**

12.1 The care of your chequebooks, Cards, PINs, PAC, passwords and selected personal information is essential to help prevent fraud and protect your Account and to ensure this you must:

- (a) sign your Card in permanent ink as soon as you receive it;
- (b) destroy the notification of your PIN as soon as you receive it;
- (c) always take reasonable steps to keep your Cards safe and your PIN, PAC, password or selected personal information secret;
- (d) not keep your chequebooks and Cards together;
- (e) never write down or record your PIN on your Card or on anything kept with it or near it;
- (f) not allow anyone else to use your Cards, PIN, PAC, password or selected personal information (not even another Authorised User);
- (g) never disclose your PIN to anyone else, not even a member of Cater Allen staff (or your Personal Adviser). You can request a new PIN at any time and you must do this if you think that anyone else (even a member of your family) knows your PIN. PLEASE REMEMBER ANYONE IN POSSESSION OF YOUR CARD WHO KNOWS THE PIN CAN GAIN ACCESS TO YOUR ACCOUNT;
- (h) never write down or record your PIN, PAC, or other Personal Security Information without disguising it. Only disclose them where requested by us for identification purposes;

- (i) keep your Card receipts and other information about your Account containing business and personal details (e.g. statements) safe and dispose of them carefully. You should take simple steps such as shredding printed material; and
- (j) act immediately on any further instructions we give you to ensure that you can operate your Account and related services securely and privately. Any instructions we give you will reflect good security practice.

12.2 These safeguards apply to your Cards and PINs

- (a) Never disclose your PIN for mail order payments or at a point of sale (except to enter it on a keypad for transactions with retailers).
- (b) You can change your PIN at most cash machines that display the VISA logo and you must do this if you know or think that anyone else knows your PIN.

12.3 These safeguards apply to the use of postal and fax services

- (a) We will not act on instructions which are not fax copies of a signed document.
- (b) We will not be liable for failing to act on any fax or postal instruction which we do not receive or which we cannot read or understand.
- (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. If we are unable to contact the sender in such circumstances, we will be unable to act on the instructions.

12.4 These safeguards apply to the use of telephone services

- (a) Only enter or give your PAC when you are requested to do so.
- (b) Never give it to anyone outside Cater Allen.
- (c) Never give it 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.

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

#### 12.5 Loss or misuse of your chequebook, Card, PIN or PAC

- (a) If you think your Card has been lost, stolen or misused, or may be misused in the future, you must notify us as soon as possible by telephoning 01268 298807 or writing to us at Cater Allen Private Bank, 9 Nelson Street, Bradford, BD1 5AN.
- (b) If you think your chequebook has been lost, stolen or misused, or may be misused in the future, or if you believe that your PIN or PAC has become known to another person then you must notify us as soon as possible by telephoning 0800 092 3300.
- (c) We will take immediate steps to prevent them from being used to access your Account. We will accept written notification of your loss or theft of your Card from any recognised card registration bureaus acting for you, from VISA or from any VISA member.

### 13. Your liability for cheque, Card, telephone, postal and facsimile banking transactions

#### 13.1 You will be liable for transactions on your Account:

- (a) where you have authorised the transaction or the access to or use of the services;
- (b) where we can show you have acted fraudulently; or
- (c) where we can show you have acted without reasonable care, which includes failing to follow the safeguards in Condition 12.

In any of these cases we may debit your Account with the amount of the transaction.

#### 13.2 You are not liable for:

- (a) misuse of your Card details when your Card has not been lost or stolen or for a transaction where the cardholder does not need to be present;
- (b) misuse of your Card or chequebook before you receive it; or
- (c) unauthorised access to your Account after you have notified us under Condition 12.5 of the loss, theft or misuse of the Card or chequebook or that your PIN or PAC has become known to another person.

#### 13.3 If someone else misuses your Card before you tell us it has been lost or stolen or that someone else knows your PIN, the most you will have to pay is £50 (or the US dollar or Euro equivalent, if applicable).

#### 13.4 If you dispute that you or an Authorised User have carried out a transaction on your Account using your Card, chequebook, or telephone, postal or fax services or that you or an Authorised User have used them to access related services, we will expect you to co-operate with us and the police in any investigations. We may give the police any information we consider relevant. We will have the burden of proving any allegation of fraud or failure to act with reasonable care, or that a Card has been received by you. If the law or any Code to which we subscribe limits your liability we will not debit your Account with more than that limit.

### 14. Currency transactions and international payments

#### 14.1 If you pay a cheque into your Account in a currency other than the currency that the Account is held in, we will convert it into the Account's currency at our current rate for that type of transaction. We will choose whether to do this by either "negotiation" through a bank of our choice or sending the item for "collection".

- (a) when we negotiate a cheque we will convert the currency amount to the Account's currency and credit your Account within 8 Business Days. If the cheque is subsequently returned unpaid we will debit your Account with the amount we have credited to it as well as any interest we have paid to you on it;

- (b) when we send a cheque for collection your Account will be credited only when we receive the funds from the bank on which the cheque is drawn.

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

14.2 If you make an international payment to or from your Account, you will need to give the banks involved certain information about your Account to ensure the funds reach the correct account. Please see our fact sheet on transferring funds from abroad for more information or telephone us on 0800 092 3300.

#### 14.3 International payments made by electronic transfer

- (a) If you instruct us to make a payment from your Account to a beneficiary outside the United Kingdom, on the day we make the payment we will convert the payment at the exchange rate and we will debit your Account with the amount of the payment and the charge we make for the transaction, unless you have agreed that the charge will be paid in another way.
- (b) We may send the payment through other banks. 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.
- (c) We will give you an indication of the date on which the payment should be received by the other bank. Payments of the equivalent of 50,000 or less to countries in the European Economic Area ("EEA") should take no more than 5 Business Days to reach the beneficiary's bank. The beneficiary may not receive the payment on the same day. This will depend on the banking practice of the country concerned.
- (d) Where we use other banks to make international payments (an "intermediary bank"), those banks may deduct charges from the amount of the payment. This will mean that the sum received by the beneficiary's bank may be less than the

amount you have sent. All charges made by the beneficiary's bank or its intermediary will generally be borne by the beneficiary. We will remind you of this when you make the payment. If you arrange to pay the charges yourself, we will debit your Account with the amount of the charges once we have been notified of them.

- (e) If your payment does not reach the beneficiary's bank, we will use all reasonable endeavours to trace the payment. We may make a charge for this service, including 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.
- (f) Within one month of your request to make a payment to another country we will confirm the details of the payment, including the exchange rate applied and the fee we charge for the payment, in writing.
- (g) We shall not be liable for:
- (i) Any delay in your payment reaching the beneficiary's bank as a result of any incorrect or insufficient information you may have given to us when arranging the payment;
  - (ii) Any failure in your payment reaching the beneficiary's bank if you or the beneficiary's bank have nominated any intermediary bank to assist with the payment;
  - (iii) Any failure on the part of the beneficiary's bank to credit the beneficiary's account; or
  - (iv) Any failure to complete the payment due to lack of funds in your Account to cover the payment and relevant charges.

#### 14.4 Currency Drafts

- (a) When you ask us for a currency draft ("Draft"), we will draw it on a foreign bank in the local currency. If you request a EURO draft, we may draw it on a bank of any of the EEA member states. When we issue a Draft you purchase and reserve the currency value. This means the Draft will be paid on

presentation to the bank on which it is drawn. Once we have issued a Draft to you, it becomes your sole responsibility to deliver the Draft to the intended beneficiary.

- (b) If you decide not to make a payment or the Draft is lost or stolen, we will try to arrange a refund but may be unable to do so. If we are able to arrange a refund, the following conditions will apply:
- (i) We will apply the exchange rate prevailing at the time we make the refund of the Draft. This means that, if exchange rates have changed, the amount we refund to you may be more or less than the amount that was originally deducted from your Account.
  - (ii) The refund can only be made after:
    - (1) We have received confirmation from our intermediary that the Draft has not been presented for payment and the original instruction to pay the Draft has been cancelled; and
    - (2) The original Draft has been returned to us (unless it has been lost or stolen).
  - (iii) If the Draft has been lost or stolen, we may require a statement from you or an Authorised User 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.

## 15. Variation of terms and conditions

15.1 We may change these Conditions or any details forming part of the contract between us at any time. We will give you at least 30 days' prior personal notice of any change which is to your disadvantage. In this case, you can switch or close your Account within 60 days of the date of our notice without loss of interest or having to pay any extra charges. You do not have to give us notice. If we consider the change is to your advantage, we will give you personal notice within 30 days of the change.

15.2 We may change these Conditions or the details forming part of the contract between us for one or more of the following reasons:

- (a) To conform with or reflect any legal, regulatory or code of practice requirements or industry guidance, such as recommendations of the Financial Services Authority;
- (b) To reflect any decision or recommendation by a court or the Financial Ombudsman Service;
- (c) To provide for the introduction of new or improved systems, methods of operation, services or facilities;
- (d) To reflect changes in the cost of providing a service to you, including direct costs we are required to pay others;
- (e) To make them clearer or more favourable to you; or
- (f) To rectify any mistake that might be discovered in due course.

15.3 A change to these Conditions includes removing or adding a condition but does not include a change of interest rates or charges which are covered by Conditions 6.4, 6.5 and 6.6.

## 16. Our liability to you

16.1 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.

16.2 Subject to Conditions 13.2 and 13.3, we accept no liability whatsoever in respect of any losses which you suffer as a result of any fraud or negligent misuse of the banking services including telephone and fax services unless such loss occurs as a result of fraud or negligence on our part or on the part of our employees or agents.

16.3 We will not be liable to you or any Authorised User(s) 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.

16.4 If we are unable to provide services generally or any particular services to you because of any causes beyond our reasonable control (including, but not limited to, strikes, industrial action, postal delays or the failure or slow running of equipment or power supplies), we will not be liable to you for any loss which you may suffer.

16.5 We may refuse to carry out or allow any instructions or transaction on your Account if we are not reasonably satisfied of:

- (a) The identity or authority of any person requesting the transaction or giving the instruction; or
- (b) The lawfulness of the transaction or instruction.

We will not be liable to you if we refuse to carry out or allow any transaction for these reasons.

## 17. Use of your information

17.1 When you applied for the Account you and the Authorised Users authorised us to use your and their personal information for certain purposes, in accordance with the Data Protection Statement in the application form. We will only use and disclose that information in accordance with the Data Protection Statement, or for other purposes with your or the relevant Authorised User's consent.

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

- (a) if we have to give the information by law;
- (b) if there is a duty to the public to reveal the information;
- (c) if our interests mean we must give the information (for example, to prevent fraud). However, we will not use this as a reason for giving information about you, the Authorised Users or your Accounts (including any names and addresses) to anyone else including other companies in our group, for marketing purposes; or
- (d) if you ask us to reveal the information, or if we have your permission.

## 18. Notices

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

- (a) To us at Cater Allen Private Bank, 9 Nelson Street, Bradford, BD1 5AN, or Cater Allen Private Bank, Abbey National House, 2 Triton Square, London, NW1 3AN; and
- (b) To you using the most recent address you have given us. We may ask you to confirm any change of address in writing.

## 19. General

19.1 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.

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

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

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

## 20. Governing law

20.1 These Conditions are governed by English law. The law that will apply to the establishment of our relationship will be the same as the law that governs these Conditions.

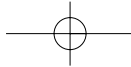
## 21. Important information

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

21.2 Cater Allen Limited provides banking and savings products to customers. Cater Allen Limited is authorised and regulated by the Financial Services Authority and is entered on the FSA Register, registration number 178737.

21.3 Cater Allen Private Bank under the Abbey National group of companies membership is a subscriber to The Business Banking Code. This is a voluntary code followed by banks and building societies in their relations with business customers in the United Kingdom. It sets standards of good banking practice which are followed as a minimum by banks and building societies subscribing to it.

- 21.4 All deposits with Cater Allen Private Bank are fully guaranteed by Abbey National Bank PLC. Please contact us if you require further details of this guarantee. In addition, Cater Allen Private Bank is a member of the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. You may be entitled to compensation from the scheme if Cater Allen Private Bank cannot meet its obligations. Payments under the scheme are limited to 100% of the first £2,000 and 90% of the next £33,000 of a depositor's total deposits with Cater Allen Private Bank subject to a maximum payment to any one depositor of £31,700. Further information about compensation arrangements is available from the Financial Services Compensation Scheme.
- 21.5 These Conditions are in English and Cater Allen Private Bank only provides information in English.
- 21.6 If you are not happy with the service you have received from us you should let us know by following the process set out in our Complaints Leaflet which was sent to you when you opened your Account. Information on how we deal with complaints is available from our website [www.caterallen.co.uk](http://www.caterallen.co.uk). Alternatively you can request our Complaints Leaflet by phoning us on 0800 092 3300.
- 21.7 We do not appoint agents to introduce customers to us even though commission may be paid to professional advisers who introduce business. We accept no responsibility for information or advice which might be given by a third party.



Cater Allen Private Bank is able to provide literature in alternative formats. The formats available are: Large Print (as recommended by RNIB), Braille, Audio Tape and PC Disk. If you would like to register to receive correspondence in an alternative format please contact us on 0800 092 3300 or by textphone on 0800 028 9333.

*Cater Allen Private Bank is the name used for private banking by Cater Allen Limited. Registered Office: Abbey National House, 2 Triton Square, Regent's Place, London, NW1 3AN. Registered in England No. 383032. Authorised and regulated by the Financial Services Authority. Cater Allen Limited is one of the Abbey group of companies. All deposits held with Cater Allen Private Bank are fully and unconditionally guaranteed by Abbey National plc. Calls may be recorded. [www.caterallen.co.uk](http://www.caterallen.co.uk)*

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