



Conditions of Use

# COMMERCIAL BANKING

*Coutts*

# BUSINESS CURRENT ACCOUNT

Unless otherwise agreed in writing between you and us, Business Current Accounts are operated according to the following Conditions.

## Definitions

**'Account(s)'** means any Business Current Account(s) which we open and maintain for you;

**'Agreement'** means the Agreement between us and you for the Account(s). It comprises the application form, the tariff advised, these Conditions, our leaflet 'A Guide to Making and Cancelling Payments' and any changes or amendments to them as notified;

**'Conditions'** means these or any other Conditions of Use from time to time in force;

**'Designated Client Account'** means any account held by us in your name and which is designated as holding funds beneficially owned by one or more clients who are named or otherwise identified in the title of that account;

**'General Client Account'** means an account held by us in your name and which is designated as holding funds beneficially owned by one or more clients who are not named or otherwise identified in the title of that account;

**'Reference Exchange Rate'** means the Bank's prevailing exchange rate as determined by reference to the market rates made available by service providers such as Reuters and Bloomberg. Indicative Reference Exchange Rates are published at [coutts.com/fxrates](http://coutts.com/fxrates) and can be found by searching Coutts Exchange Rates using the site search engine or are available from the Bank. These Reference Exchange Rates are indicative only and are made available by the Bank solely for reference purposes. The Bank may change its exchange rates immediately and without telling you in advance if there has been a change in the Reference Exchange Rate;

**'Intra Account'** means between Accounts in exactly the same name and same right;

**'we', 'our', 'us' or 'ourselves'** means Coutts & Co;

**'Working Weekday'** and **'business day'** means any day between Monday and Friday (inclusive) which is not a UK or local Bank Holiday;

**'you' or 'your'** means the sole trader, partnership, association, company or other body whether corporate or unincorporated and any partner or member of any association or other unincorporated body which holds the Account(s).

The Conditions apply to the Account(s) unless otherwise agreed in writing by us.

1. We will act on your instructions in accordance with the mandate(s) for the Account(s) from time to time in force and will not make a payment to another party unless you have consented (whether as an individual transaction or as a series of transactions) by giving such instructions. In the case of instructions by facsimile or electronic means, we will act on instructions given in accordance with procedures and on terms separately agreed with you. Payment should not be instructed by email.
2. Your commercial banker will provide a copy of these Conditions at any time on your request. In these Conditions we refer to your 'commercial banker'. Details and contact information for your commercial banker will be provided to you on or before the opening of your Account(s). If you are unable to contact your commercial banker, please telephone us on 020 7770 0070 (from within UK) or +44 (0)20 7770 0070 (from outside UK) or write to Coutts & Co, 440 Strand, London WC2R 0QS.

## 3. Your Account

- 3.1 The money paid into your Designated Client Account belongs to the client of yours that you name in the Designated Client Account title that you provide to us when you open your Account. You should notify us if you hold a General Client Account that only holds funds for Escrow purposes.
- 3.2 Tax reporting for Designated Client Accounts. We are required to report information about the status of your clients to the tax authorities. In order for us to do this and to continue to provide you with the Account, you will need to:
  - Where appropriate as detailed in the 'Additional Account – Client Checklist', ensure that your client(s) complete and return to you a self certification form that we will provide to you (a 'self certification form for an individual – Tax Details' and/or a 'self certification form – Tax Details – Entity');

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- Check that the information provided by your client on the relevant self certification form is consistent with your records and knowledge of the client;
  - Return the completed, relevant, self certification form(s) to us and;
  - Notify us of any changes to your clients' circumstances which relate to the information provided on the self certification form;
  - Your private banker will provide you with the relevant forms which need to be completed and guidance on how to do this. If you have any questions please get in touch with your private banker or Coutts 24 in the usual way;
  - You must provide us with all reasonable assistance that we request in dealing with any questions we have about your clients or the information provided by them.
- 4. Running your Account**
- 4.1 Information on payments into and out of your Account(s) will appear in your statement which we will provide to you on a regular basis (as agreed between you and us), and may also be made available at least once a month in the manner agreed between you and us at your request.
- 4.2 On receipt of your statement you should check it and, if there is an entry which seems to be wrong, you should tell us as soon as possible and in any event within 13 months in accordance with Condition 18 so the matter can be resolved.
- 4.3 We may refuse to act on your instructions for various reasons. This may include, for example, where we reasonably suspect your instruction is connected to a scam, fraud or any other crime, or we reasonably consider that your instruction is of a type where there is a high risk of there being such a connection.
- 4.4 If we refuse to act on your instructions, we will notify you by either letter, telephone or any other form of communication we agree and, if possible, give our reasons for doing so.  
You can obtain information about the refusal and, if possible, our reason for refusing to act, along with information on how to correct any errors that led to the refusal, by contacting your commercial banker (unless a legal reason or certain other limited circumstances beyond our control prevent us from providing you with this information).
- 4.5 Our current charges for the operation of your Account and the other charges we most frequently impose are set out in our leaflet Banking Services for Business Clients Fee Tariff. You can also find out about our charges by telephone, on our website [coutts.com](http://coutts.com) or by asking our staff. We will tell you about the charges for any services not covered by the leaflet before we provide the services and at any time you ask.
- 4.6 All payment instructions will be transacted in the currency in which your Account is denominated unless we specifically agree otherwise.
- 4.7 Where you instruct us to make a payment (including standing orders or other payments made using a payee instruction) and we are notified by the Current Account Switch Service that the intended payee has switched accounts using the Current Account Switch Service, we will update the account details of the payee on your payment instruction.
- 4.8 We may contact you with information relevant to the operation and maintenance of your account(s) (including statements) or in connection with the Agreement, by a variety of means including:
- post;
  - phone;
  - email (to the email address provided);
  - messaging via the Online Service (if used by you);
  - text message (to the mobile number provided); or
  - any other means we agree with you.
- If at any point in the future you change your contact details you should tell us promptly about those changes.
- 5. Protecting your Account**
- 5.1 You should let us know as soon as possible if the nature of your business changes or if you change your contact details.
- 5.2 Items should be payable to the Account holder(s). For example, where a cheque is being paid into an Account, the payee should be in the same name as the Account.
- 5.3 If you send a cheque through the post, it will help to prevent fraud if you clearly write the name of the person you are paying the cheque to and put extra information about them on the cheque, for example:
- 5.3.1 if you are paying a cheque to a large organisation such as HM Revenue & Customs, write on the cheque the name of the Account you want the cheque paid into and the reference number, if you have one (for example, HM Revenue & Customs, account – J Jones, reference: xxyyzz); and
- 5.3.2 if you are paying a cheque into a bank or building society account, always write on the cheque the name of the account holder (for example, XYZ Bank, account B Brown).
- 5.4 You should draw a line through unused space on the cheque so unauthorised people cannot add numbers or names.
- 5.5 Do not give your Account details to anyone unless you know who they are and are satisfied why they need it.
- 5.6 You should be aware that if you give your online banking password and log in details to a third party provider we are not responsible for what they do with your details or account information.
- 6. Partnership Accounts**
- 6.1 Normally, all parties to a Partnership Account will be required to sign a mandate addressed to us, providing us with authority to follow instructions for the operation of the Account and stating who may sign cheques on the Account.

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- 6.2 As stated in the mandate, all of you are together and separately liable to repay any money owed to us on the Account.
- 6.3 In the event of our becoming aware of a disagreement between the parties to the Account, we may treat the Account mandate as cancelled or revoked and require all parties to provide authority for each transaction on the Account until matters have been resolved. We may also ask for return of unused cheques and cards and suspend operation of our telephone and electronic banking service.
- 7. Paying sterling into your sterling Account**
- 7.1 Examples of the ways in which sterling can be paid into your Account include:
- 7.1.1 over the counter at our office at 440 Strand, in NatWest or Royal Bank of Scotland branches or at other banks by special arrangement, using a pre-printed credit slip.
- 7.1.2 over the counter at a Post Office®, using a debit card and PIN.
- 7.2 The following conditions apply if sterling cash is paid into your sterling Account:
- 7.2.1 if the cash is paid in over the Coutts counter at 440 Strand, the money will be added to your balance immediately (generally within two hours); or
- 7.2.2 if the cash is paid in at a NatWest or Royal Bank of Scotland branch on a business day, subject to cut-off times, the money will be added to your balance on the next business day but will be credited to your Account for interest calculation purposes (where applicable) as if it had been credited on the date you paid it in; or
- 7.2.3 if the cash is paid in at another bank in the UK (subject to cut-off times), the money will be added to your balance by the end of the second Working Weekday after the day on which the cash is paid in;
- 7.2.4 if the cash is paid in at a Post Office, the money will be added to your balance immediately.
- 7.3 Where we receive sterling funds from another source (including electronic transfers of funds into your Account) the funds will be credited to your Account and made available to you as soon as we receive them. Any payment received after 4pm on a Working Weekday will be treated by us as received on the next Working Weekday.
- 7.4 We can only accept cash at the Coutts counter at 440 Strand.
- 7.5 The following conditions apply when a Sterling cheque from a UK bank or building society is paid into your account:
- 7.5.1 The amount of the cheque will be taken into account for interest purposes (where appropriate) and available for you to use no later than the Working Weekday after it is paid-into your account.
- 7.5.2 If the bank or building society of the person who is making the payment to you decides not to pay the cheque, they will normally provide a reason, and we will deduct the amount of the cheque from your balance.
- 7.5.3 The bank or building society of the person who is making the payment to you can't reclaim the payment (unless fraud is suspected) after 23:59 on the Working Weekday after you have paid the cheque into your account.
- 7.5.4 If a sterling cheque is paid into your account after 3.30pm on a Working Weekday or on a Non-Working Weekday, the process will begin on the next Working Weekday. For example, if you pay a cheque into your account at 4pm on Friday, it will be treated as being received on Monday and it will be available for you to use on Tuesday. If cheques are paid in at other banks, then cut-off times will vary.
- 7.5.5 If a sterling cheque is paid into your account at a Post Office the process will begin when we receive the cheques from the Post Office, which is normally two Working Weekdays after you pay it in.
- 7.5.6 Cheques not issued by a bank or building society branch based in the UK and foreign currency cheques follow a different process and will usually take longer than these timescales.
- 7.6 Where legal reasons require, or in certain limited circumstances beyond our control, the payment of a cheque into your Account may be prevented or may take longer than the time periods set out in these Conditions.
- 7.7 Paying cheques into your Account will always be subject to cheque clearing cycles and the rules of any cheque clearing system(s) used by us.
- 7.8 We reserve the right to refuse to accept an amount paid in and, if we do, we will tell you where legally possible.
- 7.9 When a cheque is paid into your Account, we have to collect the payment from the bank of the person or business who gave you the cheque. This is known as 'clearing a cheque'. The cycle of clearing a cheque explained here does not apply to foreign cheques, which will usually take longer to clear.
- 7.10 References to cheques in Condition 8.5 also include other paper-based payments paid into your Account.
- 7.11 If the payer's bank tells us about an incorrect payment we may take a payment from your Account if the payer's bank tells us that this payment was sent to you incorrectly. If this happens we'll hold the money and contact you to tell you what's happened. We'll ask you to confirm if the payment was sent to you incorrectly. If we can't get in touch with you within 15 business days, then we'll return the payment to the payer. If we are not able to return the payment to the payer, we may give the payers' bank all relevant information for the collection of the funds.

**8. Paying currency other than sterling into your sterling Account**

- 8.1 If non-sterling cash is paid into your sterling Account over the Coutts counter at 440 Strand, we will convert it into sterling based upon the Reference Exchange Rate at the date and time that the non-sterling cash is paid in (or will be at a margin above or below that exchange rate if we have told you that this will be the case) and the money will be added to your balance the same day.
- 8.2 You can not pay non-sterling cash into your Account over any other banks' counter (including NatWest and Royal Bank of Scotland).
- 8.3 Where we receive non-sterling funds from another source (including transfers of funds into your Account) the funds will be converted into sterling based upon the Exchange Reference Rate of the day before being credited to your Account.
- 8.4 Cheques payable outside the UK and/or in a currency other than sterling should be presented at our offices. The clearing cycle will vary according to the method and place of payment.
- 8.5 For foreign currency cheques or cheques which are not issued by or deposited with a UK bank, different cheque clearing procedures and longer time periods may apply than those stated in Condition 7.5 and are subject to the following conditions:
- 8.5.1 such cheques that are deposited with us may be sent for collection or for negotiation;
- 8.5.2 you should only deposit with us cheques to which you have good title;
- 8.5.3 if any additional costs, fees and expenses (including but not limited to exchange rate fluctuations and agents' charges) are incurred, these will be debited from your Account; and
- 8.5.4 if a cheque is subsequently returned unpaid we will deduct from your Account the principal amount credited together with any costs, fees and expenses mentioned in 8.5.3.
- 8.6 We reserve the right to refuse to accept an amount paid in, and if we do, we will tell you where legally possible.

**9. Making payments**

- 9.1 The time of receipt will be the time we receive your instruction rather than the time you send the instruction. Instructions received on a non-Working Weekday, or after the notified cut-off times for receiving an instruction, will be treated as received on the next Working Weekday. Instructions for Future Dated Payments will be treated by us as received on the date for payment, or if this is not a Working Weekday, on the following Working Weekday.
- 9.2 When we receive instructions to make a payment in the European Economic Area (EEA), we will credit the institution which holds the payee's account:

- 9.2.1 if the instruction is electronic and for payment in sterling or euro, by the end of the Working Weekday following the day on which we received the instruction; and
- 9.2.2 for all other instructions, by the end of the fourth Working Weekday following the day on which we received the instruction.

- 9.3 For payments outside the EEA, different execution times may apply. We will provide further information on request.
- 9.4 If you do not supply the correct account and receiving bank details (account number and sort code in the UK, or International Bank and Account Number (IBAN) and in some cases Bank Identifier Code (BIC) for overseas payments), even if the correct payee name has been provided, the funds being transferred may not be recoverable.
- 9.5 For CHAPS payments, you must provide the correct payee name that matches the account and receiving bank details.

**10. When your money is available to you on your non-sterling Account**

- 10.1 If euro cash is paid into a euro denominated Account over the Coutts counter at 440 Strand, the money will be added to your balance immediately (generally within two hours).
- 10.2 If sterling cash is paid into a euro Account over the Coutts counter at 440 Strand, we will convert it into euro based upon the Reference Exchange Rate at the date and time that sterling cash is paid in (or will be at a margin above or below that exchange rate if we have told you that this will be the case) and the money will be added to your balance the same day.
- 10.3 The following conditions apply if cash other than euro is paid into an Account denominated in the same currency as the cash being paid in:
- 10.3.1 if US dollar cash is paid in over the counter at 440 Strand, the money will be added to your balance the same day; or
- 10.3.2 if cash other than sterling, euro and US dollars is paid in over the Coutts counter at 440 Strand, the money will be added to your balance up to five days after you pay it in. Charges will be payable which will be advised to you when you request the service.
- 10.4 Where we receive funds from another source (including electronic transfers of funds into your Account) the funds will be credited to your Account and made available to you as soon as we receive them. Any payment received after 4pm on a Working Weekday will be treated by us as received on the next Working Weekday.

**11. Post-dated cheques**

You must not issue post-dated cheques, because the payee is likely to pay it into their bank before the due date. If they do, we may pay the cheque when it is presented for payment.

## 12. Cancelling payments

- 12.1 If you want us to stop a cheque, or amend or cancel a standing order or Direct Debit instruction on your Account, you should advise us. You will not be able to stop a cheque or cancel a standing order or Direct Debit if you do not advise us before we are committed to pay the cheque or make the payment from your Account. You must include the following details:
- 12.1.1 cheque: cheque number and date, your Account number, amount and name of payee;
  - 12.1.2 standing order: name of recipient, amount and frequency;
  - 12.1.3 Direct Debit: name of recipient, amount and frequency;
  - 12.1.4 Future Dated Payments: name of recipient and due date for payments.
- 12.2 If a cheque is more than six months old, it is regarded as 'out of date' and we may refuse to pay it.
- 12.3 You can cancel or amend payments by the methods set out in the Guide to Making and Cancelling Payments.
- 12.4 You can inform us of your request by writing to, or telephoning your commercial banker.
- 12.5 Payments made by Business Cash Card, credit or charge card, telegraphic transfer, SEPA Euro Credit Transfer or by using a same day instruction such as a Faster Payment or a CHAPS cannot be countermanded.
- 12.6 It may not be possible to cancel payments if you do not give us enough notice of your decision to cancel.

## 13. Status enquiries

- 13.1 If we receive a status enquiry about you, we will only respond if we have your written consent, unless we are legally obliged to. We may, on notice to you, decline to reply to any enquiries about you.
- 13.2 Telephone and facsimile enquiries will only be answered if we have your consent.
- 13.3 If you have been the subject of an enquiry, you may request a copy of our reply.

## 14. Overdrafts

- 14.1 You may request an overdraft and if we agree, the overdraft details will be set out in an agreement between you and us: the Advice of Borrowing Terms.
- 14.2 Overdrafts may be available for over 18s only. We, at our discretion, may amend the overdraft limit on the Account, subject to giving you written notice.
- 14.3 If at any time you issue instructions to us to withdraw funds from the Account where:
- there are insufficient funds available to cover the withdrawal; or
  - the requested withdrawal would cause an agreed overdraft to be exceeded,
- we will treat your instructions as a request for an unarranged overdraft. We may exercise our sole discretion and, without contacting you, allow an

overdraft to be created or allow the borrowing limit to be exceeded. In these circumstances, the new or excess overdraft is an unarranged overdraft. We may refuse to pay a cheque (or allow any other payment or withdrawal) which could have the effect of exceeding the overdraft limit. If we do pay a cheque, (or allow any other payment or withdrawal), which results in the overdraft limit being exceeded, it will not mean that the overdraft limit has changed, or that we will pay any other cheque (or allow any other payment or withdrawal), which would have the same effect.

- 14.4 You agree that if you or any appropriately authorised signatory on the Account:
- 14.4.1 request an overdraft limit or an increased overdraft limit and we agree to the request; or
  - 14.4.2 informally request an overdraft by issuing a payment instruction in any form (eg issuing a cheque or making a card transaction on the Account) which, either through exercise of our discretion to pay the item on presentation for payment or through payment being guaranteed to a third party, results in the Account becoming overdrawn when no agreed overdraft limit is in place or which results in the overdraft limit being exceeded; in either case, this will vary the contract (ie not revoking and replacing any earlier agreement) under which overdraft facilities are provided by us. If the facilities are provided with our prior agreement, they will be an arranged overdraft. If they arise through exercise of our discretion to pay items presented for payment or through payment being guaranteed to third parties, they will be an unarranged overdraft.
- 14.5 We may disregard any uncleared credits for the purposes of calculating the amount of the overdraft outstanding (and any interest payable). If, however, we pay a cheque (or allow any other payment or withdrawal) against uncleared credits, this does not mean that we are bound to do so at other times.
- 14.6 Overdrafts are repayable upon demand in accordance with normal banking practice. This means that at any time we may, on giving you written notice, withdraw your right to overdraw the Account and demand immediate repayment of the overdraft. If we demand repayment of the overdraft, you must immediately stop issuing cheques and making withdrawals on the Account.
- 14.7 Without prejudice to our overriding right to call for repayment on demand, an overdraft limit will be available until further notice or until the agreed review date, which may be extended by mutual agreement.
- 14.8 We will continue to give reasonable notice if we place restrictions on the availability of unarranged overdraft facilities; however, we can give less than 60 days' notice where the circumstances justify this.

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- 14.9 We will always tell you if we intend to place a restriction on your ability to make drawings under an overdraft limit. You may at any time tell us in writing that you no longer require the overdraft limit.
- 14.9.1 When we agree an overdraft limit, we will provide you with details of any existing security we hold for the overdraft and/or any new security required to secure the overdraft in a schedule attached to the confirmation of overdraft borrowing terms. We will not be obliged to make the overdraft available until any security required has been completed to our satisfaction. Overdrafts will also be secured by any available security which we may from time to time hold. This does not apply to any overdraft which, by virtue of the terms of a mortgage deed previously or in the future executed by you in favour of us over land in the UK, would constitute a Regulated Mortgage Contract in accordance with rules made by the UK Financial Conduct Authority. Where we require that an overdraft must be secured by such a mortgage we will have carried out the procedures required by the Financial Conduct Authority which include the provision of illustrations for cost and comparison purposes and various warnings in a form prescribed by law. In any case where these procedures have not been followed, this will indicate that we have determined that your overdraft is not to be secured by a land mortgage which you may have previously given to us, irrespective of the terms, and that we do not intend to require that you execute mortgage security as a condition of us providing the overdraft facility. All security will require to be granted in our preferred form.
- 14.10 We may debit the Account on which we have made the overdraft available with interest, fees, costs or charges as detailed above, even if it means that the overdraft limit is exceeded.
- 14.11 The overdraft borrowing terms will not be affected in any way by the Account on which we have made the overdraft available being allocated another account number by us or being transferred to another of our branches, offices or departments.
- 15. Interest on Borrowing**
- 15.1 Interest on borrowing accrues on a daily basis and is debited to your Account on our usual charging dates which are normally at the end of March, June, September and December or when the Account is closed.
- 15.2 If interest accumulates on the Account during a charging period, we will give you at least 14 days' notice of the amount before it is deducted from the Account.
- 15.3 Interest on borrowing on any unarranged borrowing or borrowing in excess of an arranged limit will be payable at our Unarranged Borrowing Rate from time to time in force.
- 15.4 Our Unarranged Borrowing Rate is set over the Coutts Base Rate which tracks the Bank of England Base Rate. Our rates, including our Coutts Base Rate and Unarranged Borrowing Rate are published on our website [coutts.com](http://coutts.com). Alternatively, please ask us about our published rates.
- 15.5 We may change the interest rates which apply to borrowing on your Account for any of the following reasons:
- 15.5.1 to enable us to respond proportionately to a change in the Bank of England Base Rate;
  - 15.5.2 to enable us to respond proportionately to changes in the interest rates charged by other banks and financial institutions on business current accounts;
  - 15.5.3 to reflect changes in the costs we reasonably incur in providing your Account;
  - 15.5.4 to reflect changes in the law or a decision by an ombudsman;
  - 15.5.5 to enable us to meet changed regulatory requirements;
  - 15.5.6 to reflect changes in any codes of practice to which we subscribe.
- We may also change the interest rates which apply to your Account for any other valid reason.
- 15.6 Credit interest maybe payable on your Account(s). Details of all interest paid or charged by us and fees and other charges relating to your account are in the Tariff or our Interest Rates Notice.
- 15.7 A 'negative interest rate' is a rate that may be applied as a charge on credit balances held in interest bearing accounts, to reflect the costs reasonably incurred by us in maintaining your account(s) in any currency.
- 15.8 Should we decide to charge negative interest on your interest bearing accounts in any currency, we will notify you in accordance with the account terms. We will calculate negative interest accrued on the same basis as credit interest in accordance with the account terms. Negative interest will be debited from the applicable interest bearing account, unless you request that it is debited from an alternative account.
- 15.9 We may limit the number of accounts you can have in any one currency.
- 16. Banking by telephone**
- 16.1 If you wish to give us Intra Account transfer instructions by telephone, we will need to verify the caller and their authority on the Account(s) to ensure that we are not giving your private information to, or taking instructions for your Account from anyone who is not authorised to do so. A series of questions (answers which are provided by you in advance) will therefore be asked. Please ensure you give exact answers to the

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- questions we ask. We will also use voice and/or other security procedures to verify your identity. We may, at our discretion, ask that you: complete a separate authority in this regard and that authorised persons provide us with security information to aid verification. You must take care of this information including any passwords used for validation purposes, since it is essential to help prevent fraud and protect your Account(s). Please ensure that you:
- 16.1.1 do not allow anyone else (except our staff) to use this security information; and
  - 16.1.2 always take reasonable steps to keep this security information safe at all times.
- 16.2 You authorise us to act on any instructions given after we have gone through the verification process.
  - 16.3 It is essential that you tell us as soon as you can if you suspect or discover that someone else knows the security information of you or any person authorised to give us instructions by telephone and may use it without your authority. To do this please telephone Card Services on 0800 092 5301.
  - 16.4 The fastest method of advising us is by telephone.
  - 16.5 Once you have told us that someone else knows the security information of you or any authorised person, we will take immediate steps to prevent this information from being used. We will reverse any transaction (together with any interest and fees if appropriate) not authorised by you after you have told us that someone else knows the security information.
  - 16.6 If the security information of you or of any authorised person is used without authority before you tell us someone else knows it, your liabilities for loss will be in accordance with Condition 18.
  - 16.7 If you wish to give us instructions by facsimile we will ask you to complete a separate authority. You authorise us to act on any instructions given after we have gone through the verification process. For your further security, telephone or facsimile instructions may require written confirmation in respect of certain transactions eg high value payments, stopped cheques or lost and stolen reports.
  - 16.8 We may record electronic messages to us and telephone conversations with you in order to resolve problems which may arise through misunderstanding or human error.
  - 16.9 We may also record and monitor calls for the purposes of training and improving our service.
  - 16.10 We maintain strict controls and security over access to recordings.
- 17. Our fees**
    - 17.1 For details of our fees for Business Current Account(s) see our Banking Services for Business Clients Fee Tariff leaflet. Alternatively, please ask us about our fees. We review our fees from time to time and we may increase our fees or introduce a new fee on notice to you.
    - 17.2 Our quarterly fees are payable at the end of March, June, September and December or when the Account is closed. You will be given at least 14 days' notice of the amount before it is deducted from your Account except when the Account is closed.
    - 17.3 You authorise us to deduct from your Account(s) the amount of our fees from time to time.
    - 17.4 We will confirm to you in writing if we are to charge a fee for arranging an overdraft limit. If a fee is payable, we will debit it to the Account on which we have made the overdraft available either on the date of the confirmation or shortly afterwards. You will also be responsible for paying any costs incurred by us in connection with the overdraft whether as a result of you breaking the conditions of the arrangement or not. These costs will include (but not be limited to) costs of taking and discharging any security; taking steps, including court action, to obtain payment; enforcing and/or preserving our rights under any security held for the overdraft facility; tracing you if you change address without notice; and communicating with you if you break the conditions of the overdraft arrangement. If such costs remain unpaid then we may debit them to the Account on which we have made the overdraft available.
  - 18. Liability**
    - 18.1 We are not liable for any loss:
      - 18.1.1 arising from a cause beyond our control; or
      - 18.1.2 arising from any delay, failure or refusal to carry out an instruction or to process a payment, including:
        - i. as a result of checks carried out as part of the proper operation of our payment processing systems; or
        - ii. where we reasonably believe it is prudent to do so in order to prevent a crime or comply with laws or regulations unless caused by our negligence or wilful default.
    - 18.2 We are not liable for any indirect or consequential loss.
    - 18.3 We are responsible for executing payments sent from and received to your Accounts correctly. If we incorrectly execute a payment, we will restore your Account to the position it would have been in had the error not been made.
    - 18.4 If an unauthorised payment has been taken from your Account you should notify us as soon as possible and no later than 13 months from the date of the payment.
    - 18.5 If you are Micro-Enterprise and/or Small Business Client, you will be liable up to a maximum of £35 for any losses incurred in respect of unauthorised payments from your Account (including any charges and interest lost or paid as a result of the payment being taken). However you will be liable for all such losses incurred where you have:



## Conditions of Use

- 18.5.1 acted fraudulently;
- 18.5.2 allowed someone to use your Security Codes and/or Security Devices (except where necessary for any third party provider you ask to provide you with account information or payment initiation services);
- 18.5.3 intentionally or with gross negligence failed to use or keep safe and confidential your security details in accordance with the Commercial Banking Conditions of Use, and, for a Small Business Client, the payment was not made from an overdraft facility of £25,000 or less; or
- 18.5.4 intentionally or with gross negligence failed to tell us without undue delay as soon as you became aware that your security details were lost or stolen or that an unauthorised payment was taken from your account, and, the payment was not made from an overdraft facility of £25,000 or less.
- If you acted fraudulently, we won't refund the payment. In the other three cases listed above, we'll only refund any unauthorised payments which happen after you notify us. We'll refund unauthorised payments no later than the next business day including any charges and interest lost or paid. If we discover that you were not entitled to a refund, we can take the payment back from your Account and charge any interest or charges you owe for making the payment. If you were not able to detect the misuse of your Security Codes and/or Security Devices prior to the payment, or if the unauthorised payment was our fault, you will not be liable for any loss.
- A **Micro-Enterprise** means, at the time the Agreement is entered into, a business (or the group of businesses of which it forms part) employing fewer than 10 persons and whose annual turnover and/or balance sheet total does not exceed €2million, a charity with an annual income of less than €1million or a trust with a net asset value of under €1million. References to Euro include the sterling equivalent.
- A **Small Business Client** is (i) a sole trader, (ii) a partnership consisting of two or three persons, or (iii) an unincorporated body, with, in the case of (ii) or (iii), at least one member who is an individual.
- 18.6 If a payment is initiated by or through a payee and the following conditions are satisfied:
- the authorisation debited did not specify the exact payment amount;
  - the amount exceeded the amount that you had reasonably anticipated; and
  - you make a request for a refund within eight weeks from the date the payment is debited from the Account(s), then within 10 business days of receiving your request we will refund the full amount of the payment together with any interest lost or paid, or explain why we believe your request should be refused and explain how you can take the matter further if you wish.
- If the payment is in sterling and by Direct Debit, you may have rights under the UK Direct Debit Scheme.
- 18.7 If you are not a Micro-Enterprise or Small Business Client, we are not liable for any loss or damage suffered (including any indirect or consequential loss such as loss or compromise of data, reputational loss, loss of business, loss of revenue, goodwill or anticipated savings) except where caused by our or our third party's negligence, wilful default or fraud. We will make reasonable efforts to recover your payment. We may not be able to recover the payment and we may charge you a fee for trying. If we are unable to recover the payment we won't refund you, but you can write to us and ask for any relevant information which we hold regarding the payment to help you recover it.
- 18.8 At your request we will make immediate efforts to trace an unauthorised or incorrectly executed payment and notify you of the result.
- 18.9 Where you do not supply the correct payment details (for example, you provide the wrong account number or sort code for the payee), we will not be liable for failing to make a payment or making an incorrect payment. We will not be liable for any charges applied by the receiving bank for their work in locating and applying funds that have been sent to them incorrectly. Where you supply information in addition to the payment details that we ask for, we will only be responsible for making the payment in accordance with the payment details that we asked for.
- 18.10 You are responsible for payment of any debt that arises on your Account.
- 18.11 If you have a partnership, association, company or other body whether corporate or unincorporated Account, you will each be responsible for any money owing on your Account, both individually and jointly. This means that if one of you is unable to repay the money owing, the other Account holder(s) can be required to pay the amount due in full, even if your relationship has changed or ended.
- 19. Buying or selling foreign currencies**  
This section sets out the services we offer for buying and selling foreign currencies directly from your account and not through a card based transaction. For the purpose of this section, your 'Account' means your Business Current Account or your Business Reserve Account which you specify should be used for the relevant transaction.
- 19.1 Foreign exchange services**  
19.1.1 Upon request, we may buy from you or sell to you foreign currencies at our exchange rate at that time for the currencies involved. We generally only offer this service where

the currencies being bought and sold are currencies for which we provide accounts although other currencies may be available upon request.

- 19.1.2 You must have sufficient cleared funds (including any arranged overdraft facility) in your Account to cover the amount of the transaction at the time the instruction is given. For the purposes of this section, your Account means your Business Current Account or your Business Reserve Account which you specify should be used for the relevant transaction.
- 19.1.3 We may set maximum limits from time to time to the volume and value of instructions we are willing to accept from you in respect of foreign exchange transactions. We will notify you if any such limits are in place and will not enter into any foreign exchange transaction if it would cause you to exceed those limits.
- 19.1.4 This service is separate from payment services to facilitate the making of payments to and from your Account (see the Guide to Making and Cancelling Payments for details of those services).

## 19.2 Foreign exchange transactions – process

- 19.2.1 Once you have given us instructions to buy or sell currency, you will not be able to cancel or change those instructions.
- 19.2.2 If for any reason we cannot carry out your instructions to buy or sell currency, we will notify you as soon as possible.
- 19.2.3 The transaction will be completed by your Account being credited with the amount of currency being bought and debited with the amount of currency being sold. This will generally happen within two Working Weekdays of the instructions being given.
- 19.2.4 If there are insufficient cleared funds in your Account at the time the amount being sold is debited, the provisions relating to unarranged overdrafts (set out in the Conditions of Use for Business Current Account, Money Market Deposit, Business Reserve Account and Business Cash Card) will apply.

## 19.3 Foreign exchange transactions – (non-card based) exchange rates

- 19.3.1 The exchange rate you will receive on any foreign currency transaction conducted in connection with this service will be the Reference Exchange Rate adjusted as appropriate to take account of the transaction type, size, currencies, market conditions and overall cost to the Bank of undertaking the transaction and will be subject to a margin which will be added to or subtracted from the exchange rate, depending on whether you

are buying or selling the foreign currency. This margin will be variable but will not exceed 1% and is determined by the size of the transaction and the prevailing market conditions. We may choose to amend these factors, in which case we will communicate these to you as required under our agreement. Further information on the specific margin that will be applied is available on request from your commercial banker. Further information on how we will apply the exchange rate to foreign currency transactions is set out in our leaflet 'A Guide to Making and Cancelling Payments'.

- 19.3.2 Your statement will include details of the actual rate used in a particular transaction.

## 20. General Conditions

- 20.1 We may, without notice, use any credit balance (in any currency) on any Account(s) in your name or in the case of a partnership, in the name of any partner, to reduce or discharge the principal amount of any borrowing in your name, to pay any accrued interest or to discharge any other liability to us, whether already incurred or to be incurred, and we will tell you of any transfers which we have made.
- 20.2 Unless otherwise agreed, we may apply the whole or any part of any payment to any monies and liabilities owing to us. In relation to such monies and liabilities we shall have a lien over securities of any kind or other items held by us on your behalf including cheques for collection.
- 20.3 At Coutts, we place great importance on providing the highest standards of service to our clients. We take any client dissatisfaction seriously and will deal with all complaints in a timely and efficient way. If you wish to complain about any of our products or services, please contact your commercial banker. We have procedures designed to investigate and resolve your complaint fairly. If you would like a leaflet describing our complaints procedures, please ask at any of our offices, call 020 7649 9654 or look on [coutts.com/contact](http://coutts.com/contact). If you are still not satisfied after following these procedures, you may be able to ask the Ombudsman to review the complaint. If eligible, you can write to Financial Ombudsman Service, Exchange Tower, London E14 9SR or telephone 0800 023 4567.
- 20.4 Unless otherwise agreed in writing, we do not provide advice on or consider the suitability of facilities for your particular circumstances (including tax circumstances). We make no warranties or representations about the advisability of any underlying transaction entered into by you. You should obtain independent professional advice on such matters, and upon any security or guarantee required by us.

## Conditions of Use

- 20.5 Unless the parties agree otherwise:
- 20.5.1 the laws of England and Wales apply to these Conditions;
- 20.5.2 you and we:
- (i) irrevocably submit to the exclusive jurisdiction of the English courts; and
  - (ii) undertake not to commence any proceedings in relation to this Agreement in the courts of any other jurisdiction.
- 20.6 We may, at our discretion, add to or vary these Conditions and any other terms agreed with you, our banking hours, banking practices, account services and our fees by giving you notice. The change will apply from the date stated in the notice. If the change is to your advantage, we may make the change and will notify you either before the change comes into effect or at the earliest opportunity afterwards. In all other cases, we will give you not less than 60 days' notice. At any time, up to 60 days from the date of the notice, you may, without notice, switch your Account or close it without having to pay any extra charges or interest for doing this.
- 20.7 We may only change exchange rates on your Account(s) immediately and without telling you in advance if there has been a change in the Reference Exchange Rate or if the change is more favourable to you. In all other cases, not less than 60 days' notice will be provided.
- 20.8 If you give instructions contrary to any of these Conditions, we may, at our discretion and without affecting our other rights, refuse to act on the instruction.
- 20.9 We shall not be liable to you for any loss you may suffer if we are prevented from or delayed in providing you with any banking or other service due to strikes, industrial action, failure of suppliers or equipment or other causes beyond our control.
- 20.10 If we suspect or become aware that your account may be subject to fraud or security threats, we will contact you via the contact number we have registered with us. You will be contacted on this number by our fraud team, your commercial banker (during working hours on a Working Weekday) or a member of our Coutts 24 team (outside of working hours). If we detect suspicious activity on your account outside of those times, a member of our **Businessline** team will attempt to contact you on the number we hold for you, and your commercial banker will attempt to contact you on the next Working Weekday.
- We will never:
- Phone you to ask for your 4-digit card PIN or your online banking password, even by tapping them into the telephone keypad.
  - Ask you to withdraw money to hand over to us for safe-keeping.
  - Ask you to transfer money to a new account for fraud reasons, even if we say it is in your name.
- Send someone to your home to collect your cash, PIN, payment card or cheque book if you are a victim of fraud.
  - Ask you to purchase goods using your card and then hand them over for safe-keeping.
- 20.11 All communications between us and you will be in English.
- ### 21. Regulation
- 21.1 Each transaction with us shall be subject to applicable law, banking practice and our internal regulations, compliance and control procedures. You authorise us to do anything on your behalf which we may consider necessary to ensure due compliance with them.
- 21.2 Even if you may have given us instructions to the contrary, we shall not be liable to you for any costs or damage which may be caused by us acting in accordance with Applicable Law, banking practice or our internal regulations, compliance and control procedures or with the conditions of our agreement with other banks or financial institutions regarding the transaction of business with those banks or institutions.
- 21.3 'Applicable Law' means any law, rule, regulation, order, ruling, judicial interpretation or directive, applicable to us or our agents, and any of their activities provided under these Conditions whether in England and Wales or elsewhere from time to time, including, but not limited to:
- 21.3.1 Any requirement, code, guideline, policy recommendation or request whether or not mandatory, made by any regulation; and
  - 21.3.2 the rules, customs and practices of any exchange, market, clearing house registration system or depository.
- ### 22. Ending the Agreement
- 22.1 The Agreement may be ended by you at any time by writing to us, but the Agreement will only end when:
- 22.1.1 all cheques issued have been presented and paid and all other amounts owed on the Account(s) have been paid; and
  - 22.1.2 all unused cheques, card(s) and security devices have been returned to us.
- 22.2 We may require an Account to be closed at any time on giving notice of at least 60 days. Additionally, we may immediately close an Account and cancel any card, in exceptional circumstances, such as:
- 22.2.1 the Account is, in our opinion, being operated improperly or in breach of any Condition of the Agreement; or
  - 22.2.2 if any dispute arises in relation to the Account or funds in it, whether between the Account holders (if more than one) or involving any other party or otherwise; or
  - 22.2.3 in cases of suspected fraud.
- We will immediately notify you of any such closure.

## Conditions of Use

### 23. Closing your Account(s)

- 23.1 We can close your Account immediately if:
- 23.1.1 we reasonably suspect that you have given us false information; or
  - 23.1.2 we reasonably suspect that your Account is being used for an illegal purpose or to abusively avoid tax; or
  - 23.1.3 you behave in a threatening or violent manner, which includes any racist or other discriminatory conduct, towards our staff; or
  - 23.1.4 we are required to do so by any law, regulation or sanction, or maintaining your account or keeping your account open exposes us to action or censure from any government, regulatory or law enforcement agency; or
  - 23.1.5 you were not entitled to open your account.
- 23.2 We can also close your Account on giving you not less than:
- 23.2.1 60 days' prior notice; or
  - 23.2.2 such period of notice as you would have to give us in order to close your Account (or to close it without paying a charge) whichever is longer.
- 23.3 You can close your Account at any time for any reason without charge, and we will forward any existing credit balance on your Account to you, provided that:
- 23.3.1 you inform us in writing that you wish to close your Account; and
  - 23.3.2 you return all cheques (unused) and cards issued on your Account with any cards cut once through the magnetic strip and once through the chip; and
  - 23.3.3 you repay any money you owe to us, including the amount of any cheques, card transactions or other payment instructions you have made and any charges or interest incurred which we have not taken out of your Account; and
  - 23.3.4 you inform all third parties with whom you have arranged Direct Debits and standing orders of the closure of your Account.
- 23.4 If you close your Account, we will apply any charges you have accrued to your Account on a pro-rata basis.
- 23.5 If your Account is a Current Account, you agree that we may convert it to another Current Account in our range of Accounts. We will only do this if:
- 23.5.1 we have a valid reason for converting your Account; and
  - 23.5.2 we notify you not less than 60 days before we convert it. We will convert your Account after the expiry of our notice unless in the meantime you have informed us in writing that you wish to close your existing Account under Condition 23.3. For a period of 30 days from the date on which we convert your Account, you may close the Account (or switch to any other Account which we are willing to provide to you) without loss of interest or any additional charges.

- 23.6 In the absence of notification from you to the contrary before the expiry of our notice, you shall be deemed to accept the conversion and we shall convert your Account.

### 23.7 Servicing Account

- 23.7.1 If on closure of your Account in accordance with 23.1, 23.2 or 23.3 above you have any accounts of fixed duration (such as a money market fixture) or a committed lending facility that is not due for repayment and not repayable on demand ('Ancillary Products'), and it is a requirement for you to have a current account with us to maintain the Ancillary Product(s), we will open a new account solely for the purpose of servicing the Ancillary Product(s) until such Ancillary Product(s) can be closed or have been repaid (the 'Servicing Account').
- 23.7.2 The quarterly management fee set out in the 'Banking Services for Business Clients Fee Tariff' will not apply to the Servicing Account.
- 23.7.3 The following services will not be available on the Servicing Account:
- (a) Business Cash Card;
  - (b) Cheque book;
  - (c) Direct Debits or standing orders, except where they are set up for the purpose of servicing any ongoing obligations to us in respect of any Ancillary Products;
  - (d) Coutts Online.
- 23.8 Consequently, Conditions 14.1 and 14.2 of these Business Current Account Conditions of Use will not apply to a Servicing Account.
- 23.9 Your instructions in relation to the Servicing Account can only be given to us by telephone or in writing.
- 23.10 You must ensure there are sufficient funds in the Servicing Account to meet any payments which are due on any of the Ancillary Products. If there are insufficient funds in the Servicing Account either:
- a) we may return the payment as unpaid which could cause you to be in arrears on the Ancillary Product; or
  - b) Condition 14.3 will apply.

### 24. Your information

- 24.1 We collect and process various categories of personal and financial information throughout your relationship with us, to allow us to provide our products and services and to run our business. This includes basic personal information such as your name and contact details, and information about your financial circumstances, your accounts and transactions. This section sets out how we may share your information with other NatWest Group companies and third parties.

## Conditions of Use

- 24.2 For more information about how we use your personal information, the types of information we collect and process and the purposes for which we process personal information, please read our full privacy notice (our 'privacy notice') provided on our website [coutts.com/privacynotice](http://coutts.com/privacynotice).
- 24.3 We may update our privacy notice from time to time, by communicating such changes to you and/or publishing the updated privacy notice on our website [coutts.com/privacynotice](http://coutts.com/privacynotice). We would encourage you to visit our website regularly to stay informed of the purposes for which we process your information and your rights to control how we process it.
- 24.4 In respect of any personal information relating to a third party that you provide to us, you must:
- notify the third party that you are providing their personal information to us and obtain their permission;
  - provide the third party with a copy of our privacy notice and these terms;
  - promptly notify the third party of any changes to our privacy notice that we notify you of; and
  - ensure that, to the best of your knowledge, the personal information is accurate and up to date, and promptly notify us if you become aware that it is incorrect.
- 24.5 Your information may be shared with and used by other NatWest Group companies. We will only share your information where it is necessary for us to carry out our lawful business activities, or where it is necessary to comply with laws and regulations that apply to us.
- 24.6 We will not share your information with anyone outside NatWest Group except:
- where we have your permission;
  - where required for your product or service;
  - where we are required by law and to law enforcement agencies, judicial bodies, government entities, tax authorities or regulatory bodies around the world;
  - with other banks and third parties where required by law to help recover funds that have entered your account as a result of a misdirected payment by such a third party;
  - with third parties providing services to us, such as market analysis and benchmarking, correspondent banking, and agents and sub-contractors acting on our behalf, such as the companies which print our account statements;
  - with other banks to help trace funds where you are a victim of suspected financial crime and you have agreed for us to do so, or where we suspect funds have entered your account as a result of a financial crime;
  - with debt collection agencies;
  - with credit reference and fraud prevention agencies;
- with third party guarantors or other companies that provide you with benefits or services (such as insurance cover) associated with your product or service;
  - where required for a proposed sale, reorganisation, transfer, financial arrangement, asset disposal or other transaction relating to our business and/or assets held by our business;
  - in anonymised form as part of statistics or other aggregated data shared with third parties; or
  - where permitted by law, it is necessary for our legitimate interests or those of a third party, and it is not inconsistent with the purposes listed above.
- 24.7 If you ask us to, we will share information with any third party that provides you with account information or payment services. If you ask a third party provider to provide you with account information or payment services, you are allowing that third party to access information relating to your account. We are not responsible for any such third party's use of your account information, which will be governed by their agreement with you and any privacy statement they provide to you.
- 24.8 In the event that any additional authorised users are added to your account, we may share information about the use of the account by any authorised user with all other authorised users.
- 24.9 We will not share your information with third parties for their own marketing purposes without your permission.
- 24.10 We may transfer your information to organisations in other countries (including to other NatWest Group companies) on the basis that anyone to whom we pass it protects it in the same way we would and in accordance with applicable laws. We will only transfer your information if we are legally obligated to do so, or where the other country has laws that adequately protect your information, or where we have imposed contractual obligations on the recipients that require them to protect your information to the same standard as we are legally required to.
- 25. Security**
- We are committed to ensuring that your information is secure with us and with the third parties who act on our behalf. For more information on the steps we are taking to protect your information please visit [coutts.com/security](http://coutts.com/security)
- 25.1 Whenever you call us, we need to verify your identity to ensure that we are not giving your private information to, or taking instructions for your account from, anyone who is not authorised to do so. A series of questions (answers of which are provided by you in advance) will therefore be asked. Please ensure you give exact answers to the questions we ask. We may also use voice and/or other security procedures to verify your identity.

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- 25.2 Sometimes, when you give us a payment instruction, or tell us about a change of details, or if we suspect or become aware that your accounts may be subject to fraud or security threats, we may call you on a number we hold in our records to confirm the instruction. We will only call you on numbers we already hold in our records so please ensure you provide your mobile, evening as well as daytime numbers to ensure we can reach you. Delays may occur where we cannot reach you.
- 25.3 If we call you, for any reason, you can ask the person who called you to prove who they are. To do this, they will ask you to call them back on our switchboard number, +44 (0) 20 7957 2424 and ask for them by name. You should do this from a different phone line to the one you received the call on to prevent your call being intercepted. Please note that after initial registration or enrolment we will never proactively contact you, or ask anyone to do so on our behalf, with a request to disclose your security details in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your security details to them in any circumstances. You should report any such requests to us immediately.
- 25.4 Some third party providers might ask you for your online banking log in details and password to provide their services to you. If you decide to give them this information, this means that they will be able to see and do anything you can on your accounts.
- 25.5 You must help us to protect your information and accounts from fraud by undertaking the following security measures:
- a) Do not keep your cheque book and cards together.
  - b) We will provide a PIN (and sometimes a onetime passcode) for the use of a card, and you may be required to set a password. We will never ask you to tell us your PIN. If you are in any doubt about whether a caller is genuine or if you are suspicious about them, take their details and call us. Always make sure the caller has disconnected the call or use a different phone line.
  - c) If you change your PIN, you should choose your new PIN carefully.
  - d) Do not use the same PIN for more than one card.
  - e) Never respond to emails requesting your security details including PINs and passwords.
  - f) Always carefully check your bank statements upon receipt and immediately report any unrecognised or suspicious transactions.
  - g) Tell us immediately if you change your name, address, telephone number or email address.
  - h) Always take reasonable steps to keep your card, PIN, password, mobile phone and other security information safe at all times;
  - i) Not allow any other person to add their fingerprint, if you link your Card details to a mobile phone or other device;
  - j) Never give your account details or other security information or online login details to anyone (except where necessary for any third party provider you ask to provide you with account information or payment services). You must take care to ensure that only persons authorised by you can use or have access to your account.
  - k) Keep your card receipts and other information about your account containing personal details (for example, statements) safe and dispose of them carefully preferably by shredding them.
  - l) Take care when storing or disposing of information about your accounts. People who commit fraud use many methods such as 'bin raiding' to get this type of information. You should take simple steps such as shredding printed material.
  - m) Be aware that your post is valuable information in the wrong hands. If you do not receive a bank statement, card statement or any other expected financial information, contact us.
- You will find the UK Payments Administration website [cardwatch.org.uk](http://cardwatch.org.uk) a helpful guide on what to do if you suspect card fraud. Please go to [coutts.com/security](http://coutts.com/security) which features further details on how you can protect yourself from fraud.

# BUSINESS RESERVE ACCOUNT

Business Reserve Account(s) are only available to you if you hold a Business Current Account with us. These Conditions of Use are additional to the Business Current Account Conditions and application form ('Account Agreement') provided by us to you and these Conditions of Use should be read together with the Account Agreement. This Account is a Non-Payment Account.

Unless otherwise agreed in writing between you and us, Business Reserve Accounts are operated according to the following Conditions of Use.

## 1. Definitions

'**Account(s)**' means any Business Reserve Account(s) which we open and maintain for you;

'**Agreement**' means the agreement between us and you for the Account(s). It comprises the application form and the Conditions, the Account Agreement and any changes or amendments to them as notified;

'**Conditions**' means these or any other Conditions of Use from time to time in force;

'**Designated Client Account**' means any account held by us in your name and which is designated as holding funds beneficially owned by one or more clients who are named or otherwise identified in the title of that account;

'**General Client Account**' means an account held by us in your name and which is designated as holding funds beneficially owned by one or more clients who are not named or otherwise identified in the title of that account.

'**we**', '**our**', '**us**' or '**ourselves**' means Coutts & Co;

'**Working Weekday**' means any day between Monday and Friday (inclusive), which is not a UK or local Bank Holiday;

'**you**' or '**your**' means the sole trader, partnership, association, company or other body whether corporate or unincorporated and any partner or member of any association or other unincorporated body which holds the Account(s).

2. The Business Reserve Account is available to all business clients making deposits on their own behalf.

3. The Business Reserve Accounts are available in the following currencies:  
(a) sterling;  
(b) euro; and  
(c) US dollar.

## 4. Your Account

4.1 The money paid into your Designated Client Account belongs to the client of yours that you name in the Designated Client Account title that you provide to us when you open your Account. You should notify us if you hold a General Client Account that only holds funds for Escrow purposes.

4.2 Tax reporting for Designated Client Accounts. We are required to report information about the status of your clients to the tax authorities. In order for us to do this and to continue to provide you with the Account, you will need to:

- Where appropriate as detailed in the 'Additional Account – Client Checklist,' ensure that your client(s) complete and return to you a self certification form that we will provide to you (a 'self certification form for an individual – Tax Details' and/or a 'self certification form – Tax Details – Entity');
- Check that the information provided by your client on the relevant self certification form is consistent with your records and knowledge of the client;
- Return the completed, relevant, self certification form(s) to us and;
- Notify us of any changes to your clients' circumstances which relate to the information provided on the self certification form;
- Your private banker will provide you with the relevant forms which need to be completed and guidance on how to do this. If you have any questions please get in touch with your private banker or Coutts 24 in the usual way;
- You must provide us with all reasonable assistance that we request in dealing with any questions we have about your clients or the information provided by them.

## Conditions of Use

5. We will act on your instructions in accordance with the mandate(s) in force for your Business Current Account and these Conditions. For intra-account instructions given by telephone, see Condition 9, and for instructions given by facsimile or electronic means we will act on instructions given in accordance with procedures and on terms separately agreed with you. For your further security, we may require written confirmation in respect of telephone or facsimile instructions.
6. **Running your Account(s)**
  - 6.1 Each month, if there is a transaction on your Account(s), we will provide you with a statement. On receipt of your statement, you should check it and, if there is an entry which seems to be wrong, you should tell us as soon as possible and in any event within 13 months in accordance with these Conditions and Condition 18 of the Coutts Business Current Account Conditions of Use so the matter can be resolved.
  - 6.2 We will send you a statement of Account(s) at least annually.
  - 6.3 We reserve the right to refuse a deposit.
  - 6.4 We will not accept instructions for Direct Debits or standing orders to be paid from the Account(s) or issue a chequebook or debit card for the Account(s).
7. **Credit interest**
  - 7.1 Interest will be paid in accordance with the interest tiers and rates detailed in our Interest Rates Notice, which will be supplied on request and the rates are available at [coutts.com/rates-and-prices](https://www.coutts.com/rates-and-prices).
  - 7.2 We will change the interest rate to enable us to respond proportionately to a change in the Bank of England current Bank Rate.
  - 7.3 We may change any other interest rates for any of the following reasons:
    - 7.3.1 to enable us to respond proportionately to a change in the Bank of England current Bank Rate;
    - 7.3.2 to enable us to respond proportionately to changes in the interest rates paid or charged by other banks and financial institutions on personal current and savings accounts;
    - 7.3.3 to reflect changes in the costs we reasonably incur in providing your Account;
    - 7.3.4 to reflect changes in the law or a decision by an ombudsman;
    - 7.3.5 to enable us to meet changed regulatory requirements;
    - 7.3.6 to reflect changes in codes of practice to which we subscribe.We may also change the interest rates which apply to your Account for any other valid reason.
  - 7.4 Interest is calculated quarterly and is paid to the Account(s) at the end of March, June, September and December.
- 7.5 Interest on deposits held at an office situated in the United Kingdom is paid subject to UK law and regulations from time to time in force governing deduction of income tax from interest earned.
8. **Borrowing**
  - 8.1 Overdrafts are not available on Business Reserve Accounts.
  - 8.2 If there are insufficient cleared funds available on the Account to meet any withdrawal, we may refuse to act on such instructions.
  - 8.3 If we accept instructions to withdraw uncleared funds, we shall be entitled, at our discretion, and without affecting any of our other rights, to convert the Account to a Business Current Account which will be subject to our Commercial Account tariff and Conditions of Use upon 60 days' notice.
  - 8.4 Notice shall be effective whether or not it comes to your attention.
  - 8.5 We shall not be obliged to convert a Business Current Account back to a Business Reserve Account.
9. **Banking by telephone**
  - 9.1 If you wish to give us intra-account instructions by telephone, we will take all reasonable steps to identify and verify the caller and their authority on the Account(s) with us. We may, at our discretion, ask that you complete a separate authority in this regard and that authorised persons provide us with security information to aid verification. You must take care of this information including any passwords used for validation purposes, since it is essential to help prevent fraud and protect your Accounts. Please ensure that you:
    - a) do not allow anyone else (except your staff) to use this security information; and
    - b) always take reasonable steps to keep this security information secret at all times.
  - 9.2 You authorise us to act on any instructions given after we have gone through the verification process, whether the instructions were authorised by you or not.
  - 9.3 It is essential that you tell us as soon as you can if you suspect or discover that someone else knows your security information or that of any person authorised to give us instructions by telephone and may use it without your authority.
  - 9.4 The fastest method of advising us is by telephone. Once you have told us that someone else knows your security information or that of any authorised person, we will take immediate steps to prevent this information from being used. We will refund you the amount of any transaction (together with any interest and fees if appropriate) not authorised by you or an authorised person after you have told us that someone else knows your security information or that of any authorised person.



## Conditions of Use

- 9.5 If your security information or that of any authorised person is used without authority before you tell us someone else knows it, you will not be liable for any loss, unless you or the authorised person has acted fraudulently or negligently, eg by not following Conditions 9.1 and 9.3.
- 9.6 We may record telephone conversations with you in order to resolve problems, which may arise through misunderstanding or human error.
- 9.7 We may also record and monitor calls for the purposes of training and improving our service.
- 10. General Conditions**
- 10.1 We may, without notice, transfer any credit balance on any Business Reserve Account(s) in your name or in the case of a partnership, in the name of any partner, to repay any borrowing on any other Account(s) in your name, and we will tell you of any transfers which we have made.
- 10.2 Coutts & Co is covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most individuals, businesses and corporations can claim back up to £85,000 of their deposits (or £85,000 for each eligible account holder of a joint account). An FSCS Information Sheet, including a list of exclusions from the Scheme, will be provided on an annual basis. For further information about the compensation provided by the FSCS, refer to the FSCS website at [fscs.org.uk](http://fscs.org.uk)
- 10.3 Unless the parties agree otherwise:
- 10.3.1 the laws of England and Wales apply to these Conditions;
- 10.3.2 you and we:
- (i) irrevocably submit to the exclusive jurisdiction of the English courts; and
  - (ii) undertake not to commence any proceedings in relation to this Agreement in the courts of any other jurisdiction.
- 10.4 We may, at our discretion, add to or vary these Conditions and any other conditions agreed with you, our banking hours, banking practices, account services and our fees by giving you notice in our offices, in the national press or by post. If the change is to your advantage, we may make the change and will notify you either before the change comes into effect or at the earliest opportunity afterwards. In all other cases, we will give you not less than 60 days' notice by post to the last principal address we have. At any time up to 60 days from the date of the notice you may, without notice, switch your Account(s) or close it without having to pay any extra charges or interest for doing this.
- 10.5 If you give instructions contrary to any of these Conditions, we may, at our discretion and without affecting our other rights, refuse to act on the instructions.
- 10.6 We shall not be liable to you for any loss you may suffer if we are prevented from or delayed in providing you with any banking or other service due to strikes, industrial action, failure of suppliers or equipment or other causes beyond our control.
- 11. Notice of Changes to Interest Rates**
- 11.1 If we are changing the interest rates we pay on credit balances in a way that is to your advantage, no notice will be given.
- 11.2 If we are changing the interest rates we pay on credit balances in a way that is to your disadvantage we will notify you personally not less than 14 days before the change comes into effect.
- 11.3 You can find information about our interest rates by:
- asking your commercial banker;
  - calling Coutts24;
  - visiting [coutts.com](http://coutts.com);
  - logging into online banking;
  - referring to your account statement.
- 12. Ending the Agreement**
- 12.1 You may close the Account(s) at any time by notice to us, but the Account(s) will only be closed when all payments that we are obliged to pay have been paid, and any amounts owed on the Account(s) have been repaid.
- 12.2 We may require an Account to be closed at any time on giving notice of at least 60 days. Additionally, we may immediately close an Account in exceptional circumstances, such as:
- 12.2.1 if the Account(s) is, in our opinion, being operated improperly or in breach of any Condition of the Agreement; or
  - 12.2.2 if any dispute arises in relation to the Account(s) or funds in it, whether between the Account(s) holders (if more than one) or involving any other party or otherwise; or
  - 12.2.3 in cases of suspected fraud.
- We will immediately notify you of such closure.
- 13. Your information**
- We will use your information in accordance with the clause headed 'Your information' which forms part of the Conditions of Use of your existing Coutts Business Current Account agreement with us. If you require a copy of that clause, please contact your commercial banker. In the clause above, 'you' and 'your' extends to any individual who has supplied us with personal information in relation to the Account(s).

# MONEY MARKET DEPOSIT FOR COMMERCIAL CLIENTS

## 1. Our dealings with you

- 1.1 Please read these pages carefully and keep them for future reference. They advise the account holder ('you') of important information about Coutts Money Market Deposits and contain the Conditions of Use ('Conditions') which are the Agreement between you and Coutts & Co ('we', 'us' or 'Coutts').
- 1.2 We may agree other conditions with you, but these will only apply if agreed in writing.
- 1.3 'Coutts Money Market Deposit(s)' means all or any of the Overnight, Fixed Term or Call Deposit Accounts in sterling or such other currencies which we may offer from time to time.

## 2. Who can apply

- 2.1 Coutts Money Market Fixed Term Deposits are available to companies, partnerships, clubs, societies, associations, charities and other organisations.
- 2.2 Coutts non-sterling Money Market Call Deposits are available to individuals who are aged 18 or over, trustees, and personal representatives, companies, partnerships, clubs, societies, associations, charities and other organisations.
- 2.3 In order to apply for a Coutts Money Market Deposit, you must have a Coutts Business Current Account at an office in the United Kingdom.
- 2.4 The people who give us instructions for Coutts Money Market Deposits must be the same people who give instructions for your Coutts Business Current Account, unless we agree otherwise in writing.
- 2.5 Joint depositors are liable for all obligations jointly and severally.

## 3. Deposits

- 3.1 The minimum amounts you may place in Coutts Money Market are as follows:

Overnight	£250,000
Fixed Term two to six days	£250,000
Fixed Term seven to 27 days	£50,000
Fixed Term 28 days or longer	£25,000
Call initial deposit	£50,000

- 3.2 Separate minimum amounts apply to non-sterling Coutts Money Market Deposits and these will be notified to you upon request.
- 3.3 You may only make deposits by transferring cleared funds from a Coutts Business Current Account.
- 3.4 You may not add to Fixed Term Deposits during the term.
- 3.5 We may refuse to accept a deposit. Deposits you make will only be processed between Monday and Friday (inclusive), excluding English Bank Holidays, and are subject to cut-off times. Further information can be found under 'Dealing times'.

## 4. Withdrawing money from Call Deposit Accounts

- 4.1 You have the right to cancel the first Call Deposit you place with us within 14 days of placing, by writing to your commercial banker at the address with which you usually correspond. If you do so we will repay the deposit and any accrued interest, less any costs we incur. Provided that the deposit does not fall below the minimum amount, you may only withdraw money by transfer to your corresponding Coutts Business Current Account.
- 4.2 If you wish to withdraw from a sterling, US dollar, Canadian dollar or euro Call Deposit, we must have received your instructions before 12 noon London time on the Working Weekday you require your money.
- 4.3 If you wish to withdraw other currencies from a Call Deposit Account, we must have received your instructions before 12 noon London time two Working Weekdays before you require your money. If insufficient notice is given, we may reduce the amount of interest payable.

## 5. Breaking a Fixed Term Deposit

- 5.1 Withdrawals or early closure of a Coutts Money Market Fixed Term Deposit are not permitted under any circumstances during this Term.

## Conditions of Use

### 6. Repayment of capital

- 6.1 When a deposit comes to an end, we will transfer the value of the deposit to the corresponding Coutts Business Current Account on the same Working Weekday. A deposit which ends on a day other than a Working Weekday will be transferred on the next Working Weekday.

### 7. Dealing times

- 7.1 Dealing on Overnight Deposits:  
8.30am to 3.00pm on any Working Weekday.
- 7.2 Dealing on Call and Fixed Deposits: 8.30am to 12.00 noon on any Working Weekday. (All times are London time).
- 7.3 Separate dealing times apply to non-sterling Coutts Money Market Deposits and we can provide details on request.

### 8. Interest

- 8.1 Interest rates for Overnight and Fixed Term Deposits are fixed when we accept your deposit. We will notify you by post of the rate which applies to your deposit.
- 8.2 We can change the interest rates for your Money Market Call Deposit in all currencies at any time.
- 8.2.1 If we are changing the interest rates in a way that is to your advantage no advanced notice will be given.
- 8.2.2 if we are reducing the rates, we will give you notice not less than 14 days before the reduction comes into effect.
- 8.3 We calculate interest on the balances held. Interest will be paid at the following times:
- |            |   |
|------------|---|
| Overnight  | on the day the term ends.   |
| Fixed Term | on the day the term ends and on any anniversary of the deposit which occurs before then.  |
| Call       | on the first Working Weekday in June each year, on the first Working Weekday in December each year, and when the deposit is closed. |
- 8.4 Interest payable on a non-working day will be paid on the next working day.
- 8.5 We will pay interest to the corresponding Coutts Business Current Account.
- 8.6 Any interest paid or credited to a Coutts Business Current Account is subject to UK income tax if you are resident in the UK. Interest is paid subject to UK law, and regulations governing deduction of income tax from interest earned. The law in this respect may change from time to time.
- 8.7 Interest rates for Fixed Term Deposits are fixed until the deposit matures.

### 9. Renewing deposits

- 9.1 You may renew a Coutts Money Market Deposit, subject to our agreement, for any term available. We will only renew a deposit if you instruct us and we agree to do so.

### 10. Changes to Coutts Money Market Deposits

- 10.1 From time to time, we may change the features of Coutts Money Market Deposits and the Conditions of Use and any other terms agreed with you. We will write to tell you about such changes. If the change is to your advantage we may make the change immediately and tell you about it within 30 days. In all other cases, we will give you at least 30 days' notice. Any changes will not affect the interest rate for an existing Fixed Term Deposit.

### 11. Notice

- 11.1 You agree that any notice we send to you in accordance with these Conditions of Use or any other terms agreed with you shall be properly given to you if sent by post to the last address we have for you.

### 12. Terminating your deposit

- 12.1 For commercial reasons, or if the deposit falls below the minimum amount required under the heading 'Deposits', we may terminate your Coutts Money Market Deposit by notice in writing. The notice period we give you will depend upon whether you have an Overnight, Fixed Term or Call Deposit Account. On expiry of the notice we will transfer the deposit to your corresponding Coutts Business Current Account.

### 13. Telephone calls

- 13.1 We may record telephone conversations with you in order to resolve problems which may arise from misunderstanding or human errors. We may also record and monitor calls for the purposes of training and improving our service. We maintain strict controls and security over access to recordings.

### 14. Governing law

- 14.1 Unless the parties agree otherwise:
- 14.1.1 the laws of England and Wales apply to these Conditions;
- 14.1.2 you and we:
- irrevocably submit to the exclusive jurisdiction of the English courts; and
  - undertake not to commence any proceeding in relation to the Agreement in the courts of any other jurisdiction.

**15. Complaints**

- 15.1 At Coutts, we place great importance on providing the highest standards of service to our clients. We take any client dissatisfaction seriously and will deal with all complaints in a timely and efficient way. If you wish to complain about any of our products or services, please contact your commercial banker. We have procedures designed to investigate and resolve your complaint fairly. If you would like a leaflet describing our complaints procedures, please ask at any of our offices, call 020 7649 9654 or look on [coutts.com/contact](http://coutts.com/contact). If you are still not satisfied after following these procedures, you may be able to ask the Ombudsman to review the complaint. If eligible, you can write to Financial Ombudsman Service, Exchange Tower, London E14 9SR or telephone 0800 023 4567. If your complaint is not eligible for the Financial Ombudsman Service, you may be able to have your complaint reviewed by the Business Banking Resolution Service (BBRS). You can write to the BBRS at 70 Fleet Street, London EC4Y 1EU. Telephone 0345 646 8825. Website [www.thebbrs.org](http://www.thebbrs.org).

**16. Financial Services Compensation Scheme**

- 16.1 Coutts & Co is covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most individuals, businesses and corporations can claim back up to £85,000 of their deposits (or £85,000 for each eligible account holder of a joint account). An FSCS Information Sheet, including a list of exclusions from the Scheme, will be provided on an annual basis. For further information about the compensation provided by the FSCS, refer to the FSCS website at [fscs.org.uk](http://fscs.org.uk)

**17. Your information**

- 17.1 We will use your information in accordance with the clause headed 'Your information' which forms part of the Conditions of Use of your existing Coutts Business Current Account agreement with us. If you require a copy of that clause, please contact your commercial banker.

In the clause above, 'you' and 'your' extends to any individual who has supplied us with personal information in relation to the Account(s).

# BUSINESS CASH CARD

This Agreement is supplemental to the agreement for the Coutts Business Current Account, but will only take effect when the Cardholder receives a Card for use on the Business Current Account. Where these Conditions conflict with the agreement for the Account, these Conditions shall prevail.

## 1. Definitions

**'Account'** means the Business' sterling current account with Coutts & Co in the UK;

**'Agreement'** means these Conditions of Use and any instructions given to the Business and/or Cardholder from time to time in relation to a Card;

**'Business'** means the partnership, sole trader or other unincorporated body, or the company which holds the Account;

**'Card'** means the Coutts Business Cash Card and any renewal or replacement card supplied by us from time to time under this Agreement;

**'Card Transaction'** means any use of a Card such as obtaining cash, buying goods or services, whether in person, by mail order, over the telephone or by electronic means;

**'Cardholder'** means an individual issued with a Card at the request of the Business;

**'Conditions'** means these or any other conditions of use from time to time in force;

**'PIN'** means the personal identification number that we issue for use with a Card and which the Cardholder may change on receipt;

**'we', 'our' or 'us'** means Coutts & Co.

## 2. Issuing of Cards

- 2.1 All Cards are and remain our property. A Cardholder must immediately return to us or our agents all Cards issued to the Cardholder upon request where we or they believe that there is good reason to request the Card(s) be returned. We shall not be liable for any refusal by any person to accept or honour the Card and PIN, any machine malfunction, strike or dispute, or any other circumstances affecting the use of a Card or PIN where such matters are not within our direct control.
- 2.2 If the Business comprises more than one person, all Account holder(s) will be jointly and severally liable for all Card Transactions and any interest and charges incurred. For the avoidance of doubt, no liability to us in respect of Card Transactions is incurred by the Cardholder until we settle amounts claimed from us for Card Transactions made by the Cardholder using the Card(s) and/or PIN(s).

## 3. Use of a Card

- 3.1 The Cardholder must ensure that they:
- 3.1.1 sign their Card immediately upon receipt, keep it secure at all times and do not allow any other person to use the Card;
  - 3.1.2 keep strictly secret the details of the PIN;
  - 3.1.3 take all reasonable precautions to prevent the PIN becoming known to another person and prevent its fraudulent use;
  - 3.1.4 ensure that PIN details are memorised and that any notification of the PIN is destroyed;
  - 3.1.5 choose the PIN carefully if the Cardholder decides to change it;
  - 3.1.6 do not use a Card before or after the period for which it is stated to be valid or after any notification of its cancellation or withdrawal is given to the Cardholder. We will give you 60 days' notice of any withdrawal;
  - 3.1.7 do not use a Card to carry out Card Transactions for illegal purposes; and
  - 3.1.8 comply with this Agreement and any operating and other instructions which we or our agents give the Business or the Cardholder from time to time. Such instructions form part of this Agreement.
- 3.2 All Card Transactions require our authorisation. When we work out the money available on the Account, we may include the amount of any authorisation for a Card Transaction we have already received and those Card Transactions which have not yet been charged to the Account.
- 3.3 We will advise you of the daily cash withdrawal limit (this may include the value of other transactions carried out at cash machines, details of which will be advised from time to time) and we may adjust the limit from time to time. This limit applies to both domestic and international withdrawals.
- 3.4 We will charge the Account with the full amount of Card Transactions, any interest, charges and fees, whether or not a Cardholder or the Business has given us authorisation. We may charge Card Transactions to the Account at any time. A payment cannot be stopped, but the supplier may make a refund.
- 3.5 A Cardholder must not use a Card to go overdrawn on the Account unless we have previously agreed this with the Business.

## Conditions of Use

- 3.6 A Cardholder will not be required to present a voucher or other documents for payment when using a Card, unless required for identification purposes. A Cardholder may be asked to key in a PIN, or sign a receipt, when using a Card to pay for purchases.
  - 3.7 If the mandate for the Account is cancelled, we will still charge the Account until all Cards are returned.
  - 3.8 If the Business wishes to query any item on any statement, they must contact us immediately. The Business should check the statements on the Account carefully.
  - 3.9 Recurring transactions may be cancelled either by contacting the retailer/service provider or by calling Coutts.
- 4. Charges**
- 4.1 If a Card Transaction is made in a currency other than sterling, the amount will be converted and debited to the Account in sterling. The sterling amount will be calculated by applying the Payment Scheme Exchange Rate determined by Visa or Mastercard (or any other payment scheme which we notify to you) and a non-sterling transaction fee. Exchange rates may fluctuate, and the exchange rate used for conversion may differ from the exchange rate prevailing when the Card Transaction is made. If you'd like to view our currency conversion charge with reference to the daily rate which is issued by the European Central Bank (ECB), you can visit [coutts.com/rates-and-prices](http://coutts.com/rates-and-prices). The figures displayed on that page change daily and are simply to help you compare our fees with other banks across Europe.
- 5. Lost and stolen Cards and liability for losses**
- 5.1 If a Card, mobile phone or other linked device is lost or stolen, if any Cardholder suspects that someone knows the PIN or the Business wishes to cancel use of the Card(s), the Business or the Cardholder must notify us immediately by telephoning the Coutts Businessline on 0800 092 5301. This is a 24 hour service. If a Card is subsequently found after it has been cancelled, it must not be used again but destroyed immediately by cutting through the magnetic strip, signature box and chip.
  - 5.2 If a Card and/or PIN is used by someone who has it with the Business' or the Cardholder's permission, or you permit someone else to make a payment with your mobile phone or other linked device, the Business will have to pay for all Card Transactions that person carries out using the Card, even if they are not authorised by the Business.
  - 5.3 If we can show that a Cardholder has acted fraudulently, the Business will be responsible for all losses. If we can show that a Cardholder has acted without reasonable care eg, by not complying with Conditions 3.1 or 5.1 and this causes losses, the Business will be responsible for them.
  - 5.4 Unless we can show that a Cardholder has acted fraudulently or without reasonable care, the Business' liability for the misuse of Card(s) or PIN will be limited as follows:
    - 5.4.1 if a Card and/or PIN is misused before a Cardholder tells us of its loss or theft, the Business will only have to pay up to £35 towards such misuse;
    - 5.4.2 if someone else carries out a Card Transaction using the Card details on the Internet, over the telephone or by mail order, the Business will not be liable for the transaction;
    - 5.4.3 once we receive notice of the loss or theft of a Card, possible misuse of a Card and/or PIN or the Business wishes to cancel use of a Card, we will cancel the Card and the Business will not be liable for any further transactions.
- 5.5 If a Card is used before a Cardholder has received it, the Business will not be liable for any transactions carried out with that Card.
- 6. Ending the use of the Card**
- 6.1 The Bank may suspend the Cardholder's use of a Card:
    - 6.1.1 for security reasons; or
    - 6.1.2 where we suspect unauthorised or fraudulent use of the Card; or
    - 6.1.3 where there is a significantly increased risk that the client may be unable to fulfil its liability to pay the Bank. Unless there is a security or other legal reason not to, we will notify the Cardholder either before we take action, or immediately after, and give reasons for doing so.
  - 6.2 We may terminate the use of a Card with immediate effect if:
    - 6.2.1 the Cardholder materially breaches the Conditions;
    - 6.2.2 any other circumstances occur which cause us to believe that the Cardholder's obligations to us may not be met.
  - 6.3 If the use of a Card is terminated, the Cardholder must return a Card to us cut through the magnetic strip, signature box and chip.
  - 6.4 If the Account is closed the Cardholder must not use a Card for any further transactions.
- 7. Your information**
- 7.1 We will use your information in accordance with the clause headed 'Your information' which forms part of the Conditions of Use of your existing Coutts Business Current Account agreement with. If you require a copy of that clause please contact your commercial banker.
  - 7.2 In the clause above, 'you' and 'your' extends to any individual who has supplied us with personal information in relation to the Account(s).

# ONLINE SERVICE TERMS

These **Online Service Terms** form part of the **Private Client Agreement** (as defined in the **Private Client Core Terms**) for a **Private Client** and the **Business Current Account Conditions of Use** for a **Business Client** and apply when you use our **Online Service** which is available by accessing **coutts.com** or via our **Mobile App** (downloaded to your mobile device).

References to the **Agreement** mean the Private Client Agreement, for a Private Client, and the Business Current Account Conditions of Use, for a Business Client. If there is any conflict between these Terms and the Private Client Core Terms or the Business Current Account Conditions of Use, these Terms will apply.

For any assistance with the Online Service please call the Digital Helpdesk on +44 (0) 20 7770 0000 or go to [coutts.com/onlinehelp](https://coutts.com/onlinehelp). Support is available 24 hours a day.

## 1. How the Online Terms apply to different Clients

### A. Private Clients

- 1.1 A Private Client is an individual not acting in a business capacity.

If you have a Joint Account which allows us to act on the instructions of any one account holder, this can be added to the Online Service. Where instructions must be given jointly, or there is any future indication that instructions must be given jointly, Online access will be limited to 'Read Only'.

### B. Business Clients

- 1.2 A Business Client is any client acting in a business or non- personal capacity. This includes companies, partnerships, trusts, unincorporated bodies and sole traders.

### C. Appointment of User(s) and Administrator(s)

- 1.3 If you are a Private Client, you may wish to authorise another person or persons as a **User** to give instructions on your account, make payments and to access and use the Online Service on your behalf. Otherwise a User can be given 'Read Only' access. In exceptional circumstances you may wish to appoint an Administrator, whose functions are described below.

- 1.4 If you are a Business Client you must authorise an **Administrator** or Administrators to administer the Online Service on your behalf who will be responsible for:

- a) authorising, appointing, removing and managing Users to make payments and access and use the Online Service for you; and

- b) allocating the password controls and the levels of authority and access of each User (the **Permissions**). For the purposes of the Online Service only, the Permissions supersede any other mandate or authority held by us for the operation of your account(s).

Any Administrator can also act as a User. Multiple Administrators can act independently, unless **Dual Administration** is selected.

- 1.5 We will send to an Administrator any information relating to Users and the Online Service that is required.

- 1.6 If you are a Business Client (except a trust) we recommend that you appoint more than one Administrator to manage the Online Service.

### D. User and Administrator access

- 1.7 You must ensure that any User or Administrator complies with the Agreement and with all applicable laws, rules and regulations in relation to the Online Service. You are responsible for their instructions and transactions, even if they cause an Unarranged Overdraft, and references to 'you' in relation to the operation and use of the Online Service, include Users and Administrators.

- 1.8 You must use a separate email address for each User and Administrator.

- 1.9 If a User has 'Read Only' access rights, the extent of that User's ability to use the Online Service will be limited to viewing information only, with no power to give instructions and perform transactions.

## 2. Use of the Online Service

- 2.1 You authorise us to accept and act on your instructions whether given by you, a User or an Administrator, and to pay to and from the account(s) any amounts involved when the transaction is authenticated through any required security procedure.

- 2.2 Access to the Online Service is at our discretion.

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- 2.3 Whilst we will make reasonable efforts to provide the Online Service, we do not guarantee the continuous availability of the Online Service and we give no guarantees as to its speed, 'look and feel' or accessibility. We are not liable for any failure of the Online Service to provide information related to your account(s) or failure to provide updates to information on a 'real-time basis'. The balance shown on an account may reflect uncleared credits so that the funds may not be available for payments to be made, and Unarranged Overdrafts may arise.
- 2.4 You must exit the Online Service before you leave your computer terminal or mobile device unattended. You must also exit the Online Service when you have completed your Online Banking session and you must not allow anyone to operate the Online Service on your behalf.
- 2.5 We may reject an Online Service user name if, in our reasonable opinion, it is inappropriate.
- 3. Security**
- 3.1 Whilst we use all reasonable endeavours to monitor and maintain the security of the Online Service, we cannot guarantee absolute security.
- 3.2 Your Security Credentials are used to gain access to the Online Service and these are unique to each User and should not be shared.
- 3.3 You must:
- 3.3.1 keep your Security Credentials and operation/ details of the Online Service safe at all times;
  - 3.3.2 take care that only persons authorised by you can use the Online Service on your behalf;
  - 3.3.3 keep your mobile device and any mobile passwords which you use to access or authenticate the Online Service secure and take reasonable steps to prevent unauthorised use;
  - 3.3.4 take reasonable steps to prevent unauthorised use of your Security Credentials;
  - 3.3.5 control and monitor the use of the Online Service to prevent unauthorised or erroneous instructions and to minimise the risk of fraud; and
  - 3.3.6 maintain and keep up-to-date your own hardware, ensure you use supported and up-to-date browsers and take appropriate measures to prevent contamination by viruses or similar threats.
- 3.4 You must contact our Digital Helpdesk without undue delay if you suspect or believe that:
- 3.4.1 someone has knowledge of or access to your Security Credentials without your consent;
  - 3.4.2 any Security Credentials are lost, misused or stolen;
  - 3.4.3 there has been any unauthorised use of the Online Service;
  - 3.4.4 there has been a failure or delay in our receiving any instruction or you know or suspect a programming or transmission error, defect or corruption in any instruction; or
  - 3.4.5 your information on the Online Service is incorrect.
- 3.5 You are responsible for the security of any data which you download from the Online Service.
- 3.6 We do not guarantee that the Online Service is free from viruses or other security risks. We will monitor computer security threats and take appropriate action, exercising the care reasonably expected of a bank providing similar services.
- 3.7 If we suspect or become aware that your account may be subject to fraud or security threats, we will contact you via the contact number we have registered with us. You will be contacted on this number by our fraud team, your private banker (during working hours on a Business Day) or a member of our Digital helpdesk or Coutts 24 team (outside of working hours).
- 3.8 If information accessed or received through the Online Service is not intended for you, please:
- 3.8.1 immediately notify us;
  - 3.8.2 do not access the information further and immediately delete it; and
  - 3.8.3 keep the information confidential.
- 3.9 We may amend access rights or block access to the Online Service at any time without notice, if we believe that your, or a User's or Administrator's, security is at risk. You can contact us at any time to unblock restrictions to the Online Service.
- 4. Instructions to us**
- 4.1 We will not accept instructions made through the Online Service which specify any conditions, for example, that require us to act if an exchange or other rate reaches a certain level at a specified time.
- 4.2 We cannot guarantee receipt of instructions through the Online Service. Coutts.com/online help explains how you can see the status of an instruction and whether it has been processed.
- 4.3 Instructions can only be cancelled or amended if we have not already acted on your instruction.
- 4.4 If you do not supply the correct account and receiving bank details (account number and sort code in the UK, or International Bank Account Number (IBAN) and (in some cases) Bank Identifier Code (BIC) for overseas payments), even if the correct payee name has been provided, the funds being transferred may not be recoverable.
- 4.5 Any confirmation that a payment should reach the payees's bank by a certain date is no guarantee that the funds will be available to the payee by that date.
- 4.6 We may make further enquiries with respect to any instruction received. Until we are able to verify an instruction, the transaction may be delayed.



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- 4.7 We may reverse any payment or other step taken in reliance on an instruction made using the Online Service when, in our reasonable opinion, the circumstances so require. You can obtain information about the reversal and, if legally possible, our reasons by telephone.
- 4.8 Adding additional accounts to the Online Service:
- 4.8.1 If you are a Private Client, all loan, card, mortgage, current, investment and deposit accounts you hold in your sole name will be automatically added to your online banking profile. You can ask us to remove any accounts that you do not wish to be included by contacting the Digital Helpdesk. We will only add accounts held in joint names to your online banking profile if all account holders agree.
- 4.8.2 If you are a Business Client, you can ask us to add additional accounts to your online banking profile, which we may do at our discretion.
- 4.9 Further details on instructions (including hours of operation, IBAN numbers, cut-off times and delay in acting on instructions) can be found in the Private Client Core Terms or at [coutts.com/onlinehelp](https://coutts.com/onlinehelp).
- 5. Mobile App**
- 5.1 If we need to update the Online Service Terms to introduce a new feature into the Mobile App, which does not change the Online Service Terms relating to any existing features, we may do so immediately and will tell you as soon as we can afterwards.
- 5.2 When you access the Online Service via the Mobile App we automatically give you a non-transferable, non-exclusive right to use the Mobile App (the **Licence**) provided that you agree to the following:
- 5.2.1 You can only use the Mobile App to receive the Online Service on a registered device belonging to you or under your control. You'll need to register each additional or replacement device separately.
- 5.2.2 If you are a Business Client, the Mobile App will be available to your Administrator, who may then grant access to the Mobile App to other Users.
- 5.2.3 You may only download and use the Mobile App for the sole purpose of receiving the Online Service.
- 5.2.4 The right to use the Mobile App is given only to you and you must not give any rights of use or other rights in respect of the Mobile App to any other person or organisation.
- 5.2.5 You must not copy, reproduce, alter, modify or adapt the Mobile App or any part of it.
- 5.2.6 You must not analyse or reverse engineer the Mobile App or any part of it.
- 5.2.7 You must not remove or tamper with any copyright notice attached to or contained within the Mobile App and you agree that all ownership of the App, including all relevant intellectual property rights, remains with us.
- 5.3 The Licence includes the right to use any future updates to the Mobile App that we make available to you.
- 5.4 We're solely responsible for the Mobile App and its content. If you have any questions or complaints or need any support in relation to the Mobile App please contact the Digital Helpdesk or go to [coutts.com/onlinehelp](https://coutts.com/onlinehelp).
- 5.5 The Licence will terminate automatically if the Online Service is cancelled or terminated for any reason. In addition, we may terminate the Licence with immediate effect if you fail to comply with any term or condition of the Licence or these Online Terms.
- 5.6 If any third party claims that the Mobile App infringes their intellectual property rights, we will be solely responsible for dealing with the claim.
- 5.7 We will assume that you've accepted the terms of the Licence by installing the Mobile App on your device and the Licence will terminate if you cancel the Online Service and/or delete the Mobile App or if we end your use of the Online Service. If the Licence is terminated for any reason you must uninstall the Mobile App and destroy all copies of it.
- 5.8 Other than where you are a Private Client, we exclude all representations, guarantees and warranties of any kind (whether express or implied) in connection with the Mobile App to the fullest extent permitted under applicable law.
- 6. Online Messaging/Chat**
- 6.1 **Online Messaging/Chat** is any messaging service available within the Online Service. You must not use Online Messaging/Chat:
- to request or instruct payments to be made;
  - for time-critical or time-limited messages (eg time-critical stock exchange or payment orders, rate sensitive payment instructions, blocking of credit cards or other services); or
  - to save individual messages to comply with any legal archiving obligation. Any option to save messages in Online Messaging will be temporary and limited in size.
- 6.2 Where you receive any attachment from us please note all information in the attachment is based on information we hold and we accept no responsibility for the accuracy of this information if it is amended or edited by you or any other person.
- 7. Charges**
- While we do not charge for the Online Service, the usual charges for the operation of the account(s) as set out in the Private Client Banking Tariff or Banking Services for Business Clients: Fee Tariff (as applicable) apply.

## 8. Liability

- 8.1 We are not liable for any loss arising from any cause beyond our control or arising from any of the following, unless caused by our or our third party suppliers' negligence, fraud or wilful default:
- 8.1.1 unauthorised access to any confidential information accessible via the Online Service, your Security Credentials and your mobile device;
  - 8.1.2 disruptions to the Online Service;
  - 8.1.3 any malfunction of your equipment or the provision of services from your internet service provider;
  - 8.1.4 if you have failed to take appropriate measures to prevent contamination of your equipment by viruses or similar threats; or
  - 8.1.5 security related information or advice provided by us.
- 8.2 If an unauthorised payment has been taken from your account via the Online Service you should notify us as soon as possible and:
- 8.2.1 if you are a Private Client, the Private Client Core Terms set out our and your liability.
  - 8.2.2 if you are **Micro-Enterprise** and/or **Small Business Client**, you will be liable up to a maximum of £35 for any losses incurred in respect of unauthorised payments from your Account (including any charges and interest lost or paid as a result of the payment being taken). However you will be liable for all such losses incurred where you have:
    - (a) acted fraudulently,
    - (b) allowed someone to use your Security Credentials (except where necessary for any third party provider you ask to provide you with account information or payment initiation services),
    - (c) intentionally or with gross negligence failed to use or keep safe and confidential your security details in accordance with the Commercial Banking Conditions of Use, and, for a Small Business Client, the payment was not made from an overdraft facility of £25,000 or less, or
    - (d) intentionally or with gross negligence failed to tell us without undue delay as soon as you became aware that your security details were lost or stolen or that an unauthorised payment was taken from your account and, for a Small Business Client, the payment was not made from an overdraft facility of £25,000 or less.

If you acted fraudulently, we won't refund the payment. In the other two cases listed above, we will only refund any unauthorised payments which happen after you notify us. We will refund unauthorised payments no later than the next business day including any charges and interest lost or paid. If we discover that you were not entitled to a refund, we can take the payment back from

your Account and charge any interest or charges you owe for making the payment. If you were not able to detect the misuse of your Security Credentials prior to the payment, or if the unauthorised payment was our fault, you will not be liable for any loss.

A **Micro-Enterprise** means, at the time the Agreement is entered into, a business (or the group of businesses of which it forms part) employing fewer than 10 persons and whose annual turnover and/or balance sheet total does not exceed €2million, a charity with an annual income of less than €1million or a trust with a net asset value of under €1million. References to Euro include the sterling equivalent.

A **Small Business Client** is (i) a sole trader, (ii) a partnership consisting of two or three persons, or (iii) an unincorporated body with, in the case of (ii) or (iii), at least one member who is an individual.

8.2.3 If you are not a Micro-Enterprise or Small Business Client we are not liable for any loss or damage suffered (including any indirect or consequential loss such as loss or compromise of data, reputational loss, loss of business, loss of revenue, goodwill or anticipated savings) except where caused by our or our third party's negligence, wilful default or fraud.

We'll refund any unauthorised payment taken from your account via the Online Service in full (including any charges or overdraft interest which you have paid as a result of the payment being taken) **unless** you:

- acted fraudulently,
- allowed someone to use your Security Credentials (except where necessary for any third party provider you ask to provide you with account information or payment initiation services),
- failed to use or keep safe and confidential your Security Credentials in accordance with the Agreement, or
- failed to tell us as soon as you became aware that your Security Credentials were lost or stolen or that an unauthorised payment was taken from your account.

8.3 If you are a Business Client:

8.3.1 We are not liable for any loss or damage suffered (including any indirect or consequential loss such as loss or compromise of data, reputational loss, loss of business, loss of revenue, goodwill or anticipated savings), except where caused by our or our third party suppliers' negligence, wilful default or fraud.

8.3.2 You are liable for all costs (including the costs of taking legal and other professional advice), expenses, losses, liabilities, damages or claims incurred or suffered by us arising from or in connection with our provision, and your misuse (or misuse by anyone authorised by you), of the Online Service, where there is no negligence, wilful default or fraud by us or our third party suppliers.

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- 8.4 If you fail to notify us through the Digital Helpdesk that you suspect or believe that your information on the Online Service is incorrect you will be liable for any unauthorised payments until you notify us. Where you have acted fraudulently, you will be liable (and will continue to be liable) for all losses incurred even after you have notified us.
- 8.5 We are not liable for any loss or damage occurring as a result of a breach of confidentiality through the use or misuse of the Online Service by you or a User or Administrator.

### 9. Storage of data

We may delete statements, messages (whether opened or unopened) and other data, regardless of which folder they are in, after seven years from the date of creation.

If the data is important to you, you should print it or save it to your own equipment.

### 10. Termination and suspension

- 10.1 You can cancel these Online Terms at any time by contacting us and you will then cease to have access to the Online Service.
- 10.2 We may end the Online Service on at least 60 days' notice.
- 10.3 We may suspend, terminate or restrict access to your account or to certain services (such as your online banking) if:
- a) we have reasonable grounds to suspect that your Security Credentials have not been kept safe;
  - b) we have reasonable grounds to suspect unauthorised or fraudulent use of your Security Credentials;
  - c) it is required for maintenance or security purposes;
  - d) we reasonably believe that you are not meeting your obligations under the Agreement;
  - e) we consider it appropriate for your protection;
  - f) we reasonably believe that continuing to provide access to your account or to certain services would mean that we breach a law or regulation that we must comply with;
  - g) the Online Service has not been accessed in the last 12 months.

Unless we are unable to contact you, we will notify you before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, we will notify you and give our reasons as soon as possible afterwards.

- 10.4 On termination of the Online Service:
- 10.4.1 we may act on instructions received before the date of termination.
- 10.4.2 you must return to us within 14 days, any Online Service material and Security Credentials we supplied.

### 11. Entire Agreement

If you are a Business Client:

- 11.1 All implied terms in relation to your use of the Online Service are excluded.
- 11.2 Except as set out in these Online Terms, you do not have any rights against us in relation to, and have not relied on, any oral or written representation, warranty or collateral contract made before you entered into these Online Terms. Nothing in the Online Terms excludes liability for fraudulent misrepresentation, death or personal injury.

### 12. Communications

- 12.1 You can choose to 'go paperless' (receive online statements and/or other documents) as part of the Online Service. You will then no longer receive paper statements and/or other documents by post.
- 12.2 If you go paperless you accept that any Joint Account holder or User with access to your account who currently receive paper statements etc will no longer receive them. Anyone with authority on your account(s) will not be notified that paper statements and/or other documents have been turned off. If you cancel 'the Online Service', you will automatically start to receive paper statements and/or other documents.
- 12.3 If you switch on alerts in the Online Service, you can receive an email or text message notifying you when your statement and/or other document is available to view online.
- 12.4 You should log onto the Online Service regularly and at least every month to access your statements and/or other documents and ensure you see any notifications or information from us.

**If you would like this document in another format such as Braille, large print or audio, please let us know.**