

# **Business Banking**

## Terms and Conditions

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# Part A

## Introduction

### 1. Application and scope of these Terms and Conditions

#### 1.1 Application of these Terms and Conditions

These Terms and Conditions form part of the Agreement relating to the provision of Services by us to you and your Account(s) and they apply if you have a business Account with Handelsbanken plc. In these Terms and Conditions we explain our obligations to you and your obligations to us. You accept these Terms and Conditions when you sign the Account Opening Mandate or otherwise ask us to open an Account, and they remain valid until changed by us as set out in these Terms and Conditions.

#### 1.2 Scope of these Terms and Conditions and the Agreement

From time to time, there may be additional terms which apply to any of your Accounts or other Additional Service Conditions relating to the Additional Services which you can use in respect of some or all of your Accounts. The additional terms include our terms regarding charges and interest rates, notice periods, minimum or maximum balances, Business Debit Card services and other key features for each type of Account (other than for a Fixed Term Deposit Account), as described in our publications or in other correspondence between us, in each case as amended from time to time. These Terms and Conditions and the other provisions of the Agreement will apply to each of your Accounts and any Additional Services relating to your Accounts except insofar as any such term, condition or provision conflicts with an additional term or Additional Service Condition (as applicable), in which case the latter will prevail. No term or provision of any contract or rules relating to any payment system (including, without limitation, Faster Payments and Bacs) which concerns reimbursement where an Authorised Push Payment Scam has occurred will be incorporated into or otherwise be a term (express or implied) of the Agreement.

1.3 In certain cases you may have a right to cancel an Account (this is explained in conditions 13.12 and 16.12) or switch an Account (this is explained in condition 13.4). The Agreement will continue until terminated by you or us in accordance with its terms.

#### 1.4 Structure of these Terms and Conditions

When you read these Terms and Conditions you will see that they have been divided into six different parts. In summary, these parts contain the following information:

- Part A sets out the application and scope of these Terms and Conditions;
- Part B sets out the Terms and Conditions which apply to all of your Accounts and our relationship with you, including in connection with all Services we allow you to use from time to time in respect of your Accounts;
- Part C explains how our Additional Service Conditions apply to any Additional Services we allow you to use from time to time in respect of your Accounts;
- Part D sets out our Additional Service Conditions which apply to Notice Deposit Accounts;
- Part E sets out our Additional Service Conditions which apply to Fixed Term Deposit Accounts;
- Part F sets out our Additional Service Conditions which apply to Business Debit Cards; and
- Part G sets out our Additional Service Conditions which apply to Customer Connect.

#### 1.5 Definitions used in these Terms and Conditions

In these Terms and Conditions:

- **“you”**, and **“your”** mean the person, persons, incorporated or unincorporated body in whose name an Account is opened and include (where appropriate) any person you authorise to give instructions in respect of your Account;
- **“we”**, **“us”** and **“our”** means Handelsbanken plc. Our main business is banking. We are incorporated in England and Wales with company number 11305395. Our registered office is at 25 Basinghall Street, London EC2V 5HA, United Kingdom. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 806852. Handelsbanken plc is a wholly-owned subsidiary of Svenska Handelsbanken AB (publ);
- **“Account”** or **“your Account”** means any account you have with us at one of our Branches which is governed by the provisions of the Agreement;

- **“Account Information Service Provider”** means a third party business which provides a service that allows you to see your accounts with different providers in one place;
- **“Account Opening Mandate”** means the application form or mandate you have signed in order to open your Account;
- **“Additional Service”** means any additional service we agree to provide to you from time to time relating to the Agreement;
- **“Additional Service Conditions”** means the conditions notified by us to you from time to time which apply to an Additional Service;
- **“Agreement”** means these Terms and Conditions, the Tariff of Charges and any Business Debit Card charges schedule, together with the Application Documentation, any additional terms and any Additional Service Conditions relating to your Account, in each case as amended from time to time;
- **“Application Documentation”** means the application documents for the Services including your Account Opening Mandate and any application form relating to any Additional Service you receive;
- **“Authorised Push Payment Scam”** means what happens when a fraudster deceives you into sending a payment to their account under false pretences;
- **“Branch”** means any of our branches in the United Kingdom;
- **“Card PIN”** means a cardholder's personal identification number relating to their Business Debit Card;
- **“Confidential Information”** means all of our information and data of a sensitive or confidential nature provided to you or obtained by you in connection with the Agreement and including any information which relates to our business, assets, operations, plans, know-how, trade secrets, business affairs, personnel, services, marketing or sales opportunities, strategies, prices, plans, customers, suppliers or trading practices;
- **“Controlling Person”** means, for the purposes of collecting and reporting tax residency status only, a natural person who exercises control over you;
- **“Corporate App”** has the meaning set out in the Additional Service Conditions for those Additional Services.
- **“Corporate Online Banking”** has the meaning set out in the Additional Service Conditions for those Additional Services;
- **“Customer Connect”** means our customer support service that offers you general assistance. You can contact Customer Connect by calling us on 0800 470 8000 or by using our webchat service (when we offer the ability to communicate with us through a webchat). Further details of this service are provided in Part G of these Terms and Conditions;
- **“EEA”** means the European Economic Area;
- **“Fixed Term Deposit” / “Deposit”** means a deposit agreed by us and placed in a Fixed Term Deposit Account;
- **“Fixed Term Deposit Account”** means a deposit Account where the Fixed Term Deposit is held for a fixed period of time and is subject to a fixed rate of interest;
- **“Incorrectly Executed Transaction”** means an electronic payment which, contrary to our obligations under the Agreement, (a) has not been executed by us, or (b) has not been executed by us according to the instructions that you (or any person authorised by you to transact on the Account) gave us and which we agreed to;
- **“Inter-Bank Business Day”** means any day on which banks participating in the SEPA Core Direct Debit Scheme are open for inter-bank business and the settlement of payments in euros;
- **“Large Business Customer”** has the meaning set out in condition 8.6 of these Terms and Conditions;
- **“Losses”** means any and all losses, claims, damages, costs, charges, expenses (including legal fees), liabilities, demands, proceedings and actions and any fine or penalty levied by a regulatory body;
- **“Notice Deposit Account”** means a deposit Account on which a certain, specified period of notice must be given before a withdrawal can be made;
- **“Payment Account”** means a deposit or current Account where you can withdraw money without having to give us notice;
- **“Payment Card Scheme”** means a central payment network that enables cards to be used to make payments;
- **“Payment Initiation Service Provider”** means a third party that you allow to instruct us to make payments from your Account on your behalf;
- **“PIN”** means Personal Identification Number;
- **“Post Office”** means Post Office Limited, a company registered in England with number 2154540 and whose registered office is at Finsbury Dials, 20 Finsbury Street, EC2Y 9AQ;
- **“Post Office Outlets”** means the network of (i) directly operated post offices; (ii) counters within agency post offices designated for Post Office business; and (iii) any other counter facilities from time to time operated by or on behalf of Post Office in the United Kingdom at which the relevant services set out in the Agreement are being provided (subject at all times to Post Office's agreement to continue to provide these services at the specified locations, which it may withdraw at any time);
- **“PSRs”** means the Payment Services Regulations 2017, as amended or re-enacted from time to time;

- **“Restricted Countries List”** has the meaning given to it in condition 4.8;
- **“Restricted Country”** means those countries included on the Restricted Countries List from time to time;
- **“Security Equipment”** means any security equipment provided by us or our authorised representatives to you from time to time in connection with the Agreement including any log- on card, card reader and/or other device enabling you to access or receive the Services;
- **“Security Information”** means any security details, including any PIN, Card PIN, customer number, password, passcode, digital ID, biometric data (such as a fingerprint ID or face ID) or other security details relating to any of your Accounts and/or the Services from time to time;
- **“SEPA”** means the Single Euro Payments Area in which domestic and cross-border euro payments can be made and received under the same conditions, and with the same rights and obligations;
- **“SEPA Direct Debit Payment”** means a payment made through the SEPA Core Direct Debit Scheme described in condition 5.12. References to SEPA Direct Debit payments in this condition are without prejudice to references to, and descriptions of, Direct Debits and SEPA payments used elsewhere in these Terms and Conditions;
- **“Services”** means the business banking services including any Additional Services provided by us to you;
- **“Service Documentation”** means the service documentation applicable to the services which may be provided by Post Office which we may provide you with a copy of (as updated from time to time) and/or as detailed on our website at: [handelsbanken.co.uk](http://handelsbanken.co.uk);
- **“Tariff of Charges”** means the price tariff document, as updated by us from time to time, that we provide or make available to you (i) when you wish to open an Account; (ii) when you apply for, or before you use, a particular Service; or (iii) at a later date after you open an Account and/or start to use a particular Service. The Tariff of Charges details the interest rate and/or charges applicable to your Account and/or the relevant Service at that time;
- **“Terms and Conditions”** means these terms and conditions forming part of the Agreement;
- **“Unauthorised Transaction”** means an electronic payment (including a SEPA Direct Debit Payment described in condition 5.12) which has not been authorised by you (or by any person authorised by you to transact on the Account) in accordance with the Agreement; and
- **“Working Day”** means any day other than a Saturday, Sunday or a bank holiday in England and Wales.

#### 1.6 Interpretation used in these Terms and Conditions

In these Terms and Conditions unless otherwise stated:

- references to the Agreement or any other document are to the Agreement or that document as in force for the time being and as amended from time to time in accordance with the Agreement;
- words importing a gender include every gender and the neuter, references to the singular include the plural and vice versa and words denoting persons include individuals and bodies corporate, partnerships, unincorporated associations and other bodies (in each case, wherever resident and for whatever purpose) and vice versa;
- words and phrases such as “other”, “includes”, “including”, “for example” and “in particular” do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible;
- the headings are for convenience only and do not affect the interpretation of these Terms and Conditions; and
- references to times of the day are to London time and references to a day are to a period of 24 hours commencing at midnight at the start of the day.

# Part B

## Your Account

### 2. Information about your Account and our Services

#### 2.1 Your Account and our Services

When you apply to open an Account with us we will provide you with written materials containing information about the key features of your Account including a description of the Services on your Account, details of our Tariff of Charges and applicable interest rates. Upon request, we will also provide you with written materials containing information about the key features of our other main services and products.

#### 2.2 More information

If you need information about your Account or our other services or products, or an explanation of the Agreement or any Services, please contact Customer Connect or contact any of our Branches. Services available through Customer Connect are subject to Part G of these Terms and Conditions. You can also get further information about our services and products on our internet website at: [handelsbanken.co.uk](http://handelsbanken.co.uk).

#### 2.3 Identification

When you first apply to open an Account with us, we will tell you what identification we need from you to prove your identity. This is important for your security and is required by law. You must tell us of any variations to this information.

#### 2.4 Copy of the Agreement

You can request that we send you a copy of the current version of these Terms and Conditions, any Additional Service Conditions or other additional terms which apply to any of your Accounts or Services at any time.

### 3. Account opening

#### 3.1 Age restriction

Any person opening an Account on your behalf must be at least 18 years old.

#### 3.2 Account Opening Mandate and Account Services

So that we can pay cheques and other items from your Account(s) and act on any other instructions from you, you and any other persons who will sign on the Account must sign an Account Opening Mandate. We will not open an Account, or continue to operate an Account, or add a signatory or beneficiary or an additional Account holder to your Account if doing so would mean that we would violate any applicable law or regulation.

#### 3.3 References

We reserve the right to require evidence of financial standing, the provision of references and the completion of additional mandates and Application Documentation from time to time.

### 4. Instructions

#### 4.1 Giving us instructions

You can give us instructions in writing or (subject to the relevant Additional Service Conditions) using Corporate Online Banking or the Corporate App, or through a Payment Initiation Service Provider with the required authorisation in the UK, unless we tell you that instructions can only be given in a particular way for a specific Account or Service or unless we agree to allow you to give us instructions using another method. You should not send a payment instruction by email, webchat or any other type of electronic communication. An instruction in writing means an instruction on a document bearing your original signature(s). We may (at our discretion) allow you to sign some standard forms of instructions, including payment instructions, via an electronic signing platform which we allow you to use. Where you have authorised any person to give an instruction to make a payment from your Account, we will be entitled to act upon such an instruction and to assume that it is a payment you wanted to make. We are entitled to act like this even if we have (or ought to have) reasonable grounds to believe that the instruction is or might be outside the scope of that authority, and we will not have any obligation or duty to make any inquiries into whether or not such person is acting within the scope of that authority.

#### 4.2 Consent to instructions

Subject to condition 5.6:

- By signing a written instruction you will be deemed to have consented to that instruction.
- Where you give us an instruction using our Corporate Online Banking or the Corporate App, you will be deemed to have consented to that instruction by passing our security procedures before giving us the instruction.
- Where you give us an instruction using a Business Debit Card, you will be deemed to have consented to that instruction by entering the Security Information to authorise the transaction (i) by authorising a transaction at a point of sale by signing a sales voucher, (ii) by waving or swiping the Business Debit Card over a contactless reader, (iii) when it is possible to use a digital version of a Business Debit Card, by following the applicable procedures (such as fingerprint ID or face ID) to make a payment, (iv) by requesting a cash advance using a Business Debit Card at any bank or other counter or, (v) where the transaction is executed at a distance, for example over the telephone or internet, by providing the requested security details to the merchant. You may also need to complete additional identification requirements when using a Business Debit Card to purchase goods or services online. We will let you know when you may be able to use a digital version of a Business Debit Card.
- Where the transaction is recurring - such as in the case of a standing order or Direct Debit - you will be deemed to have consented to each transaction at the time you set up the standing order or Direct Debit.
- Where you give us an instruction through a Payment Initiation Service Provider, you will be deemed to have consented to that instruction by following procedures required by the Payment Initiation Service Provider to confirm the payment instruction.

#### 4.3 Limits to transactions

In order to manage our business prudently, we may (acting reasonably), from time to time without advance notice, set limits on (i) the type of transactions that you can enter into and/or (ii) the number of transactions that you can enter into over any period and/ or (iii) the amount of any or all transactions that you can enter into over any period. Where we have set limits we may also change the limits applied from time to time without advance notice.

The limits we set may apply to entering transactions using any one or more of a Business Debit Card, a payment system, an electronic funds transfer system that can be accessed by using Corporate Online Banking or the Corporate App (including Bacs, CHAPS, SWIFT and Faster Payments) or by using any other medium.

These limits may also apply to entering transactions using any other means of payment or means for the giving of payment instructions. We will tell you if your transaction exceeds any of these limits.

To manage our risk, we also apply internal controls, including limits, to certain types of payments and limits may also be set by third party payment schemes. We change these as necessary but, for security purposes, we don't always disclose them.

#### 4.4 Time of receipt of instructions

We will be deemed to receive your instructions as follows:

- instructions given on paper: when we physically receive your instructions;
- instructions sent through Corporate Online Banking or the Corporate App: at the time we receive the instruction from you or your authorised user; and
- recurring instructions (such as standing orders and Direct Debits): we will be deemed to receive each instruction on the Working Day on which the recurring payment is to be made.

#### 4.5 Cut-off times for instructions

Subject to our rights to refuse to act on an instruction under condition 4.8, if we receive an instruction before the relevant cut-off time on any Working Day, we will process the instruction on that Working Day or on the date you specify in your instructions. Any instruction received after the cut-off time on a Working Day or received on a non-Working Day will be processed on the next Working Day, subject to our rights referred to above in this condition.

Subject to any systems maintenance, instructions received via Faster Payments will usually be processed on the day we receive them (including Saturdays, Sundays and public holidays), unless we receive your instruction or credit after the relevant cut-off time.

Our cut-off times for instructions to make international payments out of your Account are available on our website at: [handelsbanken.co.uk/CBcutofftimes](https://handelsbanken.co.uk/CBcutofftimes).

These are also available from our Branches. For payments made in a different currency to your Account, the earlier cut-off time between the Account currency and the payment currency will apply, unless we tell you otherwise.

Our cut-off times for instructions to make sterling payments out of your Account are available on our website at: [handelsbanken.co.uk/CBcutofftimes](https://handelsbanken.co.uk/CBcutofftimes).

All cut-off times are UK times.

Availability times for services offered through Post Office will depend on the operating hours of the Post Office Outlet(s) you use. Post Office Outlets may close at different times.

Please check the availability times with the Post Office Outlet(s) that you wish to use.

Different cut-off times may apply to payments that we are required to process for you in connection with the Bacs Account Switching Service.

#### 4.6 **Changes to cut-off times**

We may change cut-off times by giving you at least 2 months' notice except that we may change any cut-off times at any time in order to comply with changes in law and regulation or to reflect any mandatory changes made by any of our payment system operators or any Payment Card Scheme. We may (subject to any legal or regulatory requirements to communicate with you in a particular way) give you notice of any changes to cut-off times by post, email, on our website (which we will give you notice in respect of) or (if you use Corporate Online Banking and/or the Corporate App) we may give you notice of any changes to cut-off times through one of both of these Additional Services.

#### 4.7 **Cancellation of your instruction**

Without prejudice to condition 24.1, we cannot cancel your instructions if we have acted upon those instructions. If we are asked to cancel an instruction we may charge you for this. The charge is set out in our Tariff of Charges. You can request, by giving us instructions in accordance with condition 4.1 above, that we stop or cancel a payment if:

- the amount has not already been deducted from your Account;
- we have not informed the person to whom it is payable or their bank that it will be paid;
- it is a standing order or Direct Debit and you request that we stop such a standing order or Direct Debit in full by giving us instructions prior to the close of business on the Working Day before the payment due date, and by providing details of the recipient, amount and frequency. You can give us instructions to cancel a standing order or Direct Debit in writing or by using any other method that we may agree with you, and this will cancel all further recurring payments for that standing order or Direct Debit; and
- it is not a cash or Business Debit Card payment.

If you want to cancel a Direct Debit you should also tell the recipient that collects the payment that you have cancelled it.

You cannot cancel an instruction that we have received from a Payment Initiation Service Provider.

#### 4.8 **Refusing to act on your instruction**

We have the right to refuse to act on your instruction, if:

- we have reason to believe that it is not you or a person authorised to give instructions on your behalf who is giving us the instruction;
- we reasonably believe the payment could expose us to action or censure from any government, regulator or other authority;
- we reasonably believe the payment could expose us to a claim from any third party;
- you fail to pass our security processes;
- we are concerned about the security of your Account, your Security Information and/or your Security Equipment;
- we suspect that your Account is being, or could be, used in an unauthorised, criminal or fraudulent manner or for a scam of any kind related to your Account;
- we are unable to contact you to complete a regulatory requirement (for example, because the telephone number you have provided to us is out of date);
- we suspect the account to which the payment is to be made may be being operated as part of an Authorised Push Payment Scam. This happens when a fraudster deceives you into sending a payment to their account under false pretences;
- the instruction given is not easily understandable, contains errors or is missing information;
- the instruction conflicts with another instruction;
- our internal security requirements prevent us from making the payment;
- we cannot confirm the identity of the payee;

- the instruction is contrary to the Agreement, you are in breach of the Agreement or you would be in breach of the Agreement if we acted on your instruction;
- the payment seems unusual to us compared to the way you normally use your Account;
- we have asked for extra information about the payment which we reasonably believe is necessary and you have not given us that information;
- we do not make payments in the intended currency of the payment;
- we reasonably believe someone else may be entitled to the money in your Account. If this happens, we may ask, or require you to ask, a court to tell us what to do or we may do anything else we reasonably believe is necessary to protect us from Losses;
- we become aware of a dispute relating to your Account or in relation to a specific payment or series of payments made into or from your Account, including between multiple Account holders. This means your Account cannot be operated until the dispute is resolved;
- we are notified by a court in any recognised jurisdiction that your assets are subject to a freezing order;
- the instruction is not within the scope of the Agreement;
- you are in breach or default in respect of any loan facility or other financial accommodation or service (other than the Services) offered to you by us or by any other party;
- your Account is overdrawn or will go overdrawn if the payment is made and you do not have an arranged overdraft, or will exceed the limit of your arranged overdraft, if the payment is made. This right to refuse to act on an instruction takes into account any cheque paid into your Account that is available for you to use and any payment using your Business Debit Card (or other immediate payment) that has been authorised, but not taken from your Account;
- your Account is overdrawn or the payment would make your Account overdrawn and we have cancelled, restricted or withdrawn your arranged overdraft or we have given notice to cancel, restrict or withdraw your arranged overdraft;
- the amount of the transaction exceeds any limit we, or a third party payment scheme, have set;
- you ask us to send a payment to a bank or financial institution that is unable to receive that type of payment;
- the payee's account, the bank of the payee or any correspondent bank is located in a Restricted Country included on our Restricted Countries List. Our "Restricted Countries List" is the list of countries available on our website (as amended from time to time);
- we reasonably believe that it is necessary to do so as a result of us carrying out financial crime risk management activities. This could include, by way of example, scenarios where: (i) you have not satisfied our anti-money laundering, counter terrorist financing or anti-bribery and corruption requirements (for example, if you have failed to provide any additional information (including identification documents) and information about your source of wealth and/or source of funds) which we have reasonably requested from you); (ii) we reasonably think that there has been, or could be, fraudulent or criminal activity of any kind; (iii) the instruction relates to a Restricted Country; or (iv) we reasonably consider it necessary for any other reason in connection with carrying out financial crime risk management activities;
- (i) we have reason to believe that you are a US business (meaning that you are incorporated in the US, you have your registered office or another place of business in the US and/or you are operating from anywhere with an address in the US) or we have reason to believe that a US citizen is authorised to give instructions on any of your Accounts; and (ii) we have commercial reasons to refuse to act on an instruction where we consider the instruction to have been given by a person when that person is located in certain jurisdictions (including, but not limited to, any Restricted Country);
- you ask us to send or make a payment to someone that we consider to be a cryptocurrency exchange, or we consider a payment to be directly or indirectly connected with cryptocurrency;
- we perceive there to be a significant risk that you are or will be unable to pay amounts outstanding to us;
- a resolution is passed for your voluntary winding up or a petition is presented for your compulsory winding up;
- a petition for a bankruptcy order is presented against you;
- you owe money to a tax authority or other government authority;
- you no longer have UK nationality;
- you no longer have your registered office or another place of business in the UK;
- you are no longer operating from, or trading in, the UK;
- we are required by law to take action on the direction of the Secretary of State or any other UK or government department;
- we allow you to give a Faster Payments instruction or a Bacs instruction that is a request to pay multiple payees and/or multiple accounts, and if we act upon that instruction, (i) your Account will go overdrawn (or further overdrawn) and you do not have an arranged overdraft; (ii) you will exceed the limit of your arranged overdraft; or (iii) your Account will go overdrawn (or further overdrawn) and we have cancelled, restricted or withdrawn your arranged overdraft or we have given notice to cancel, restrict or withdraw your arranged overdraft. If any of (i) to (iii) of this paragraph apply, we may refuse to act on the instruction, and none of the payments will be made; or

- if for any other reason we think there is a risk that we would violate any duty or applicable law or regulation, court order or any other rule which applies (for example, the rules of any Payment Card Scheme or payment system), if we act on that instruction.

While we are checking that none of the reasons above apply, there may be a delay in us acting on your instruction (even if after completing the checks, no such reasons apply).

If we refuse to act on your instruction we will, subject to applicable law and regulation, do our best to inform you about this as soon as possible, giving our reasons for refusing to act on your instruction. We will contact you either in writing or by telephone. We will tell you our reason for refusing and how to rectify any factual errors that led to us refusing your instruction. We do not have to inform you however if doing so would mean we would violate any applicable law or regulation.

We may treat an instruction as relating to a Restricted Country where, for example and including without limitation, the payee is located in or has links to a Restricted Country (or any person or entity connected to a payee is located in or has links to a Restricted Country), or we reasonably suspect that the instruction is likely to be part of a series of payments involving the crediting of an account held in a Restricted Country.

We may make changes to the Restricted Countries List at our sole discretion, including, without limitation, where payments relating to a Restricted Country would be unlawful (for example, where there are legal sanctions and restrictions in place), we have reasonable grounds to suspect that a Restricted Country does not meet our expectations in relation to financial crime prevention, anti- money laundering and/or anti-bribery requirements, and/or where we have commercial reasons to restrict payments relating to any Restricted Country.

If you have any questions about a particular country at any time, you can contact the Branch where your Account is held or contact Customer Connect to obtain details of the Restricted Countries at that time.

We may also prevent an Account Information Service Provider or a Payment Initiation Service Provider from accessing your Account if we think their request may be unauthorised or fraudulent. If we can identify them, we will let you know as soon as possible either in writing or by telephone unless the law prevents us from doing so or we believe it would compromise our security measures.

#### 4.9 Confirmation of Payee – payments out of your Account

We will let you know when we first participate in Confirmation of Payee for payments made from your Account.

Confirmation of Payee is a scheme that aims to reduce fraud and misdirected payments by helping to stop payments going into the wrong account.

When used, Confirmation of Payee checks the name on the payee's account against the name and other bank details that you give us when you give an instruction to make a payment. You can find more information about Confirmation of Payee on our website at: [handelsbanken.co.uk/en/support/fraud-and-security/confirmation-of-payee](https://handelsbanken.co.uk/en/support/fraud-and-security/confirmation-of-payee).

For some payments made from your Account made in sterling to an account in the UK, we may ask the payee's bank to check that the name you have provided matches the name on the account for which you have given us the account details and sort code. If the payee's bank also participates in Confirmation of Payee, they will tell us if the name matches, partially matches, does not match or that a check could not be made. We may confirm the outcome of the check with you and ask you to confirm whether you want to proceed with the payment. You should consider the outcome of the check and the payment details carefully to help ensure you are paying the correct person. If you need to, you can amend the payment instruction. If you proceed, we will assume the details you have given us (such as the account number and sort code) are correct.

You cannot opt out of Confirmation of Payee when you are making a payment out of your Account.

## 5. Operation of your Account

### 5.1 Payments into your Account

You can make deposits into your Account by cheque, standing order, Direct Debit, Bacs, Faster Payments, CHAPS or SWIFT electronic transfer, or by such other method as we may permit from time to time.

You can deposit UK sterling cheques drawn on a bank or building society in the UK by sending it to the postal address or addresses that we make available to you from time to time for cheque processing. We may choose to accept a request to pay in a sterling cheque drawn on a bank or building society in the UK that (i) you deliver in person to one of our Branches; (ii) you post to any of our Branches; or (iii) you pay in at a bank that we operate an arrangement with. However, we do not have an obligation to accept any such request. If we accept a request to deposit a cheque by paying it in at a bank that we operate an arrangement with, such a bank may impose a charge

for use of this service. Cheques will only be accepted if they are accompanied by a properly completed pre-printed bank giro credit slip. Unless we agree otherwise, cheques or other items must be payable as follows:

- sole trader: to you or your trading name;
- partnership: to any or all partners or your trading name;
- trustees or personal representatives: to the beneficiary, the trust or to the trustees or personal representatives named on the Account;
- incorporated body: to it or its trading name; and
- association, club, society, other incorporated body: to its own name.

### **Cash**

We do not accept cash for deposit at any of our Branches. You must not send cash to us by post. We may choose to accept a request to pay cash into your Account if it is paid in (i) at certain other banks that we operate an arrangement with or (ii) with Post Office at Post Office Outlets. However, we do not have an obligation to accept any such request.

If we accept cash paid into your Account, we will credit it to your Account (which means that it will be available to use and start to earn interest (if interest is payable) or to reduce the interest you pay (on any arranged or unarranged overdraft)) as set out below in this condition 5.1. If we accept cash paid into your Account at certain other banks that we operate an arrangement with, we will only credit it to the Account once we receive it from that bank. If we accept cash paid into your Account at a Post Office Outlet using your Business Debit Card and PIN, we will credit it to the Account usually on the next Working Day after you make the deposit. Limits may apply to the amount of cash you can pay into your Account. These limits can change at any time. You should contact the Branch where your Account is held for more information about any limits which may apply.

### **Account balance**

The balance shown on your Account may sometimes include cheques and other items deposited into your Account which have not yet cleared. We may refuse to allow you to make withdrawals against a cheque or other item until it has cleared. If any cheque or other item is returned to us unpaid the organisation that the cheque was drawn on will normally explain the reason for non-payment. We will then deduct the amount from your Account (even if we allowed you to make a withdrawal against it), and this may result in an unarranged overdraft. We will tell you when this has happened. Where the cheque is drawn in sterling on a UK bank or building society, we will only do these things in accordance with condition 5.4.

### **Confirmation of Payee – payments into your Account**

When someone is making a payment into your Account, their bank may check with us that your name matches your other Account details. We can give certain information about you and your Account to them. The information can include your name and whether you hold a personal or business Account with us.

If you wish to opt out of this service, please contact the Branch where your Account is held to request to opt out. We will only agree to a request to opt out in exceptional circumstances. If we agree to your request and you subsequently wish to opt back into Confirmation of Payee, you should contact the Branch where your Account is held.

### **Refusing to accept payments into your Account**

We have the right to refuse to accept payments into your Account if:

- we reasonably believe there has been, or could be, unauthorised, fraudulent or criminal use of your Account or a scam of any kind related to your Account;
- we reasonably believe the payment could cause us to breach a legal or regulatory requirement (including any UK or foreign sanction), court order or any other rule which applies (for example, the rules of any Payment Card Scheme or payment system);
- we reasonably believe the payment could expose us to action or censure from any government, regulator or other authority;
- we reasonably believe the payment could expose us to a claim from any third party;
- the payment is in cash in a currency other than sterling. We only accept payments in cash if the cash is paid in at a Post Office or at a branch of another bank we have an arrangement with and the cash is in sterling, and such acceptance is at our discretion;
- the payment, whether it is to be made in cash, electronically or any other way, is in a currency in which we do not receive payments. Details of the currencies in which we receive payments are available from Customer Connect or the Branch where your Account is held. We may from time to time (without advance notice) change the currencies in which we receive payment;

- the payment is made into your Account and it would cause the balance on your Account to exceed any applicable balance limit, in which case, we can refuse the whole of the payment and not only the part of it that exceeds the applicable balance limit. See this condition 5.1 (Deposit limits) for more details;
- the payer's account, the bank of the payer or any correspondent bank is located in a Restricted Country; or
- we reasonably believe that it is necessary to do so as a result of us carrying out financial crime risk management activities. This could include, by way of example, scenarios where: (i) you have not satisfied our anti-money laundering, counter terrorist financing or anti-bribery and corruption requirements (for example, if you have failed to provide any additional information (including identification documents and information about your source of wealth and/or source of funds) which we have reasonably requested from you); (ii) we reasonably think that there has been, or could be, fraudulent or criminal activity of any kind; (iii) the payment relates to a Restricted Country; or (iv) we reasonably consider it necessary for any other reason in connection with carrying out financial crime risk management activities.

While we are checking that none of the reasons above apply, there may be a delay in us accepting payments into your Account (even if after completing the checks, no such reasons apply).

We may treat a payment as relating to a Restricted Country where, for example and including without limitation, the payer is located in or has links to a Restricted Country (or any person or entity connected to a payer is located in or has links to a Restricted Country), or we reasonably suspect that the payment is likely to be part of a series of payments involving an account held in a Restricted Country.

We may make changes to the Restricted Countries List in accordance with condition 4.8 of the Agreement. If you have any questions about a particular country at any time, you can contact the Branch where your Account is held or contact Customer Connect to obtain details of the Restricted Countries at that time.

#### **Deposit limits**

Without prejudice to our right to set limits on transactions under condition 4.3, and other than in respect of a Fixed Term Deposit, we may at any time apply a maximum limit to the amount of money (in any currency) that can be held in an Account. If the currency of your Account is sterling, any maximum limit won't be less than £1,000,000 (unless there is a legal or regulatory requirement for us to apply a lower maximum limit). If the currency of your Account is not sterling, the maximum limit will be whatever limit we apply at any time and will be expressed in the currency of your Account. The calculation of the amount of money held in your Account excludes any interest that has not been added to your Account. We will inform you of any maximum limit when you open the Account or we may inform you at any time after the Account is opened. In respect of a Fixed Term Deposit, we will tell you about any maximum limit when you apply to make a Fixed Term Deposit. If we inform you after the Account is opened, you will be required to withdraw money in excess of the maximum limit.

We may offer you an alternative product for the withdrawn money.

Other than in respect of a Fixed Term Deposit, we may at any time change any maximum limit, and we will let you know before we do so.

## **5.2 Withdrawals from your Account**

We will make withdrawals from your Account if you have authorised such withdrawal and if your Account is in credit or the amounts are covered by an overdraft which we have agreed with you. However, from time to time we may allow a withdrawal to be made that may cause you to go overdrawn or over any overdraft limit we have agreed. This may result in an unarranged overdraft. Withdrawals from your Account may include withdrawals by cash, Business Debit Card, cheque, standing order, Direct Debit, Bacs, CHAPS, SEPA or SWIFT electronic transfer, or by such other method as we may permit from time to time.

#### **Authorised Push Payment Scams - reimbursement**

If you are covered by any relevant payment system rules that relate to reimbursement for an Authorised Push Payment Scam, we will reimburse you as and when required by the relevant rules. If you would like more information about Authorised Push Payment Scams, please contact Customer Connect or any of our Branches. You can also find more information about Authorised Push Payment Scams on our website at: [handelsbanken.co.uk/appscam](https://handelsbanken.co.uk/appscam).

#### **Direct Debits, Standing Orders and other future-dated payments - Retry process**

We will operate a retry process for certain withdrawals in sterling from your current Account. If we are unable to process a Direct Debit, standing order or other future-dated payment (excluding Bacs payments) because there are insufficient funds in your Account, you will have until 14:00 (UK time) on the same Working Day to make a deposit into your Account to cover such a payment. You can make this deposit through Corporate Online Banking or the Corporate App or by making a Faster Payment. If this deposit is received by us before 14:00 on the same Working Day, we will try to process the missed payment again. The Branch where your Account is held may contact you by telephone to let you know that you need to make a deposit into your Account for us to re-try a missed payment.

This retry process is without prejudice to our right to set transaction limits described in condition 4.3 or our right to allow a withdrawal to be made from time to time that may cause you to go overdrawn or over any overdraft limit we have agreed described above in this condition 5.2.

### **Cash**

You may not withdraw cash over the counter at any of our Branches. You may withdraw cash from your Account over the counter with Post Office using your Business Debit Card and PIN. You may be able to cash cheques by arrangement at other banks that provide this service. Those banks may impose a charge for the use of this service.

### **Using Post Office services**

We have appointed Post Office to perform certain services on our behalf. Post Office will not be responsible to you for any of our acts, omissions, defaults and negligence in relation to the operation of your Account. To the extent offered from time to time, you can access Post Office services in accordance with the Service Documentation, and you must ensure you comply and use Post Office services in accordance with both the Service Documentation and the Agreement. If you wish to use any Post Office services with your Business Debit Card, you will need to check details of how to gain access to such services in the Service Documentation.

### **Payments made into your Account in error**

If a payment is made into any of your Accounts in error (for example, by us, by another bank or by a customer of another bank) and we reasonably believe that you are not entitled to these funds, we may deduct up to the mistaken payment amount from your Account and, where relevant, return it. We do not always have to ask you to agree to this before we deduct up to the mistaken payment, but we will let you know about the mistaken payment as soon as we can unless (i) we are prohibited from doing so by any applicable law or regulation; or (ii) we have reasonable security concerns. We may deduct any mistaken payment even if you have made any payments or withdrawals from the amount credited to your Account in error. If this leads to an unarranged overdraft on your Account, the provisions of condition 7.5 may apply.

Where we are unable to recover the mistaken payment that has been paid into your Account, we are obliged by law to co-operate with the payer's bank in its efforts to recover the money from you, including providing the payer's bank with all relevant information that we have for the collection of funds (which may include information about you, such as your personal details).

### **Payments under any applicable law or regulation**

If we are contacted by a tax authority (such as HMRC), any other government agency in relation to a personal/individual tax debt that you (or any one of you in the case of Accounts held by multiple Account holders) owe to such authority or agency, or we are obliged under any applicable law or regulation, we may provide the relevant body with information about your Accounts. If required to do so, we may set aside money from any eligible sterling-denominated Accounts and use this to pay the amount owed to this authority or agency. We may also make any deductions from your Accounts to the extent that we are required to do so under any applicable law or regulation.

## **5.3 Payment information**

The payment information you must provide in order for a payment into or out of your Account to be made correctly is as follows:

- Bacs, standing orders and Direct Debits: the sort code, account number and name of the account to which payment is to be made. If you are making a payment to a building society account, you must also give us the reference number for the payee's account.
- CHAPS and Faster Payments: the sort code, account number and name of the account to which payment is to be made.
- SWIFT (any currency) and SEPA euro payments: the sort code, International Bank Account Number (IBAN) (where this is available - if there is no IBAN, please provide the account number) and name of the account to which payment is to be made, as well as the Bank Identifier Code (BIC) of the bank receiving the payment.
- inter-account transfer (from one Handelsbanken plc account to another or from a Handelsbanken account to a Svenska Handelsbanken AB (publ) account): the account number and name of the account to which payment is to be made. If the payment is being made to or from an account held in another country, you must also provide the Bank Identifier Code (BIC); and
- in all cases, any other information we need in relation to the payment (although we will not use any of this other information to make the payment).

#### 5.4 When payments will be made

For the purposes solely of this condition 5.4, a Working Day may include a Saturday, Sunday or bank holiday in England and Wales for payments to be made by Faster Payments.

Once we are deemed to receive your instructions in line with conditions 4.4 and 4.5, payments out of your Account will be sent to the bank of the payee as follows, unless we refuse to make the payment in accordance with the terms of the Agreement or there is a delay while we check whether there is a reason to refuse the payment:

- an electronic payment in sterling from your sterling Account to a sterling account in the UK: by the end of the next Working Day. If the payment is made by CHAPS (before the cut-off time), it will usually reach the payee's bank on the same Working Day. If the payment is made by Faster Payments (before the cut-off time), it will usually reach the payee's bank almost immediately, though it can sometimes take a few hours.
- a paper based payment in sterling (for example, a giro payment, but excluding cheques) from your sterling Account to a sterling account in the UK: please contact the Branch where your Account is held for details of when we will send the payment.
- an electronic payment which involves only one conversion of a currency into another (i) from your euro Account to a sterling account in the UK; or (ii) from your sterling Account to a euro account in the UK: by the end of the next Working Day.
- an electronic payment in euro from your euro Account to a euro account in the UK or to a euro account in a country in the EEA: by the end of the next Working Day.
- an electronic payment from your sterling Account to a euro account in the EEA (where we convert the payment from sterling into euro in the UK and send the payment in euro): by the end of the next Working Day.
- standing orders, Direct Debits and future-dated Bacs payments: on the day you have agreed that the payment is to be made, or (if this is not a Working Day), on the next Working Day.

For any other payment, the above timescales do not apply, and you can contact the Branch where your Account is held for details of when we will send the payment.

For any payment or transaction in sterling and wholly within the UK, if by the end of the next Working Day we have reasonable grounds to suspect that the instruction has been given as a result of fraud or dishonesty of someone other than you (such as an Authorised Push Payment Scam), while we check this, we may delay acting upon the instruction up to the end of the fourth Working Day after our receipt of the instruction. If we delay acting upon an instruction as described in this paragraph, we will usually notify you of this using one of the ways of contacting you described in condition 13.7.

In the case of electronic payments, the timing of the payment will depend on our cut-off times (as referred to in condition 4.5), which are set out in the cut-off times document and on our website at: [handelsbanken.co.uk/CBcutofftimes](http://handelsbanken.co.uk/CBcutofftimes). The cut-off time will determine when we are deemed to have received the payment instruction.

##### Payments by cheque

We process all sterling cheques drawn on a UK bank or building society using the image cheque clearing cycle.

This includes cheques that are: (i) paid in at a Branch (if we agree to accept such a request); (ii) paid in at a bank that we operate an arrangement with (if we agree to accept such a request); (iii) posted to a Branch (if we agree to accept such a request); or (iv) posted to the address or addresses that we make available to you from time to time in respect of our postal cheque service.

##### Postal cheque service

The address or addresses that we make available to you for the postal cheque service may be a P.O. Box address. If the address we make available to you is a P.O. Box address, the cheques that are posted to such a P.O. Box address will then be sent to a processing centre. The cheque clearing cycle set out below will start when the processing centre receives the cheque. If the processing centre receives the cheque on a non-Working Day, or after the cut-off time that the processing centre stops processing cheques on a Working Day, the cheque clearing cycle set out below will start on the next Working Day.

We can change the address or addresses that we make available to you for our postal cheque service. If we provide you with a new address for this service, it is important that you use this address as soon as possible after we inform you. If you use an old address, it may take longer than usual for the cheque to be received by the processing centre or the processing centre may not receive the cheque at all.

If the address or addresses that we make available to you for our postal cheque service is/are not a P.O. Box address: (i) any cheque that is posted to such an address will still be sent to a processing centre; and (ii) the details about how/when a processing centre will process the cheque set out in this condition 5.4 will still apply.

Further information on our postal cheque service is available at [handelsbanken.co.uk/postalchequeservice](http://handelsbanken.co.uk/postalchequeservice), and from time to time, this may include details of any important updates. You can also contact Customer Connect or any Branch for information about our postal cheque service.

### Cheque clearing cycle

The cheque clearing cycle works as set out in the table below:

	Working day	Example
Day the cheque is paid in*	T	Monday
Day the credit appears in your account	by 11:59 pm on T+1	by 11:59 pm on Tuesday
Day the amount of the cheque will start to be subject to interest rate calculations (or reduce the interest you pay)	by 11:59 pm on T+1	by 11:59 pm on Tuesday
Day the amount of the cheque will become available for withdrawal	by 11:59 pm on T+1	by 11:59 pm on Tuesday
Last day the cheque can be returned unpaid**	by 11:59 pm on T+1	by 11:59 pm on Tuesday

\* When you pay in a cheque at one of our Branches or at a bank that we operate an arrangement with, depending on what time you pay it in, a cut-off time may apply. If you pay in a cheque after the cut-off time or on a day which is not a Working Day, the cheque may be paid in the next Working Day. You can ask any Branch about our cut-off times or the cut-off times of any bank that we operate an arrangement with.

Where we receive a cheque by post at a Branch or where a processing centre receives a cheque, depending on what time the Branch or the processing centre receives it in the post, the cheque will be deemed paid in on the same Working Day or the next Working Day.

\*\* If a cheque paid into your Account is returned unpaid we will let you know and deduct the value of the cheque from your Account. After 11:59 pm on T+1 the cheque cannot be reclaimed without your consent (unless you are a knowing party to fraud).

### Foreign cheques

We may choose to accept a request to pay in (i) a non-sterling cheque issued by any bank or building society; or (ii) a sterling cheque issued by a bank or building society outside the UK. However, we do not have an obligation to accept any such request. If we accept such a request, the length of time the cheque takes to clear will depend on the currency and the bank on which the cheque is drawn. Where you wish to pay such a cheque into your Account you can call us to find out if we will accept this, and if we do, how long the payment will take to clear into your Account.

5.5 **Taking care of your Account:** In order to prevent fraudulent use of your cheques, Security Information, Security Equipment and personal information that may be used to identify you, you must ensure that you:

- do not allow anyone else to use any of your Security Information or Security Equipment except Payment Initiation Service Providers or Account Information Service Providers with the required authorisation or registration in the UK (where such third parties require such information or equipment to deliver their services);
- always take reasonable steps to keep your Security Information, Security Equipment and relevant personal information secret at all times (and do not disclose details of the security procedures for any of our Additional Services to anyone) except to Payment Initiation Service Providers or Account Information Service Providers with the required authorisation or registration in the UK (where such third parties require such information or equipment to deliver their services);
- never write down or record any Security Information or relevant personal information without disguising it;
- promptly destroy any written notification of your Security Information upon receipt;
- avoid numbers and passwords which may be easy to guess such as birthdays and telephone numbers;
- check carefully your records of transactions and statements of account;
- keep any Business Debit Cards, cheque books, Security Information and Security Equipment separate from one another; and
- follow any reasonable instructions we give you about security procedures in relation to your Account(s) or the use of our Services.

5.6 **Your liability for Unauthorised Transactions**

You must tell us immediately if you think an unauthorised person knows any of your Security Information or if you think that transactions have been or may be carried out without your authority or if your cheque book or any Security Equipment is lost or stolen. Please call Customer Connect or contact any of our Branches. You must quote your Account number when you notify us by telephone. We may ask you to confirm the position in writing. Your Security Information must not be used after we receive your initial notification. If your cheque book or Security Equipment is found after you have notified us that it has been lost, stolen or that you suspect it may be misused then you must not use it. Once you have notified us you will not be liable for any Unauthorised Transactions carried out after the notification, unless you have acted fraudulently. Until you notify us, your liability for Unauthorised Transactions will be limited to £35 per instance of loss or theft, unless you have (i) acted fraudulently, or (ii) with intent or with gross

negligence failed to comply with any of the security obligations set out in the Agreement (including your obligations under conditions 5.5 and 29 of these Terms and Conditions and (if you use Corporate Online Banking and/or the Corporate App), under condition 11 of the Additional Service Conditions for those Additional Services). Your failure to comply with any of the provisions of the Agreement including a failure to comply with your security obligations, may be taken as an indication of your gross negligence. Except where you have acted fraudulently you are not liable for any losses incurred in respect of any Unauthorised Transactions on your Account: (a) before you receive the card or security details relating to your Account; (b) arising after you have notified us under condition 29 or as required under any Additional Service Conditions; (c) where we have failed to provide appropriate means for you to notify us; (d) in some circumstances, where the transaction relates to payment for goods or services online or at a distance (e.g. on the telephone); (e) where we haven't checked that it was you who authorised the payment in the way we are legally required to do so; or (f) in any other circumstances where law or regulation says you are not liable.

Where we are liable for any Unauthorised Transaction, we will credit your Account with any money lost up to the amount of the transaction, and any related interest and charges which you have incurred. We will also pay you any interest you have missed out on (dating back to the date the payment was taken from your Account). We will have no further liability to you. If you have allowed someone else to have access to the Services or to use any of your Security Information or Security Equipment, or another person has obtained access to any of your Security Information or Security Equipment with your consent, you will be liable for all transactions entered into by such persons until you notify us that there has been a security breach, save that you may share your Security Information with an Account Information Service Provider or Payment Initiation Service Provider with the required authorisation or registration in the UK (where such third party requires such details to provide account information services or payment initiation services to you).

#### 5.7 **Additional information**

You must give us any information you may have in connection with the loss, theft or misuse of any of your Security Information, any Security Equipment or any unauthorised use of any of our Services. We may, at our sole discretion, and without further reference to you, give the police or any fraud prevention agencies any information which we reasonably believe to be relevant about the loss, theft or misuse of any Security Information, Security Equipment or any unauthorised use of the Services.

#### 5.8 **Refunds**

We will refund a payment taken in the EEA or the UK if you did not know the exact amount of the payment when you authorised it and it was more than you could reasonably have expected. We will also refund any interest you have paid and pay any interest you have missed out on (dating back to the date the payment was taken from your Account). You must ask for the refund within eight weeks of the payment and provide us with all the information we need to consider your request. We will not provide a refund if you told us to make that payment and, if applicable, you were given information about the payment four weeks or more before the payment was due.

#### 5.9 **Deduction of reimbursements**

If we credit your Account with all (or some) of any money lost, interest and/or charges incurred (or interest you have missed out on) as a result of us believing or suspecting that an Unauthorised Transaction or a criminal or fraudulent act has occurred, and we become aware that any such Unauthorised Transaction or any such act was not unauthorised, criminal or fraudulent, we may deduct the amount of the credit from your Account or require you to repay the amount of the credit on demand. If we deduct the amount of the credit from your Account and this leads to an unarranged overdraft on your Account, the provisions of condition 7.5 may apply. If your Account has closed since we credited your Account, you will still be responsible for the amount of the credit.

#### 5.10 **Payments to accounts switched under the Current Account Switch Service**

If you request us to make a payment to an account of a beneficiary that has been switched using the Bacs Current Account Switch Service described in condition 13.4, then such payment will be forwarded to the relevant new account (i.e. the account opened at the financial institution that the beneficiary's account has been switched to). If the payment was a standing order, then we will update the standing order and notify you that future payments will be sent to the relevant new account. If the payment was not a standing order, we will contact you and ask you to amend your records to reflect the details of the relevant new account. If you do not update your records, we may amend the beneficiary details on any future payments from you to the beneficiary and notify you accordingly.

#### 5.11 **Inability to receive payments**

If you ask us to send a payment to a bank or financial institution that is unable to receive that type of payment (for example, because of the payment system or electronic funds transfer system we use to make it), we will inform you of alternative ways to make that payment.

## 5.12 SEPA Direct Debit Payments

We are a participating bank in the SEPA Core Direct Debit Scheme. This scheme enables customers to make domestic and cross-border Direct Debit payments in euros throughout SEPA. You can make SEPA Direct Debit Payments through any euro- denominated current Account that you hold with us. If you wish to make a SEPA Direct Debit Payment, you will need to complete and sign a written or electronic mandate provided to you by the beneficiary of the payment. This mandate will authorise the beneficiary to collect SEPA Direct Debit Payments from your Account with us on a specific date. By signing and completing this mandate and returning it to the beneficiary, you will be deemed to have consented to us making the payments detailed in your mandate. This consent will remain effective until the mandate is cancelled, even if you have instructed us to stop one or more payments under such mandate. The beneficiary will store the mandate for as long as it exists and, after cancellation, for as long as you will be able to claim a refund for an unauthorised payment. If you have any questions about the content of a signed and completed mandate, you will need to contact the beneficiary.

### Notification and payment

The beneficiary will notify you of the amount and due date of a SEPA Direct Debit Payment at least 14 days before the payment is made. If the amount of a recurring payment does not vary, you will only be notified once before the first payment is made. If the amount of a recurring payment varies, the beneficiary will notify you at least 14 days before each payment is made. The beneficiary's bank will contact us to arrange for payment, and we will debit your Account on the due date agreed by you and the beneficiary in your mandate. The beneficiary will receive the Direct Debit payment on the same day. If the due date is not a Working Day, we will debit your Account (and the beneficiary will receive payment) on the next Working Day as long as this is also an Inter-Bank Business Day. You will need to ensure that there are sufficient funds available in your Account to cover a payment by 09:00 on the due date.

### Stopping a SEPA Direct Debit Payment

You can stop an individual payment by contacting us with sufficient details of the payment at any time up to close of business on the Working Day before the due date. We also recommend that you notify the beneficiary that you are stopping this payment.

### Cancelling and amending a mandate

If you want to cancel or amend a signed and completed mandate, you will need to contact the beneficiary. A mandate will automatically expire if it is not used for 36 months.

### Amending a payment

If you want to (i) block a payment being made to one or more beneficiaries, or from a certain Account; (ii) restrict the payment of any SEPA Direct Debit to one or more beneficiaries; (iii) limit the amount of any payment; and/or (iv) specify the intervals between any payments, you will need to contact us at any time up to close of business on the Working Day before the due date and we will make these changes for you. You can subsequently change any blocks, restrictions and limitations that you have requested by contacting us. You can contact us by speaking to the Branch where your Account is held, writing to us, or if you use Corporate Online Banking and/or the Corporate App, in accordance with the Additional Service Conditions for those Additional Services.

### Refund of Direct Debit payments

Refunds of SEPA Direct Debit Payments under the SEPA Core Direct Debit Scheme are without prejudice to refunds under the Direct Debit Scheme described in condition 12.1.

### Refund of authorised SEPA Direct Debit Payments

You are entitled to a refund of a SEPA Direct Debit Payment that you have authorised if you request one from us within 8 weeks of the date that the payment was made from your Account. In these circumstances, we will refund the full amount of the payment on a no- questions-asked basis.

### Refund of unauthorised SEPA Direct Debit Payments

You are entitled to a refund of a SEPA Direct Debit Payment that you haven't authorised if you request one from us within 13 months of the date that the payment was made from your Account. If you make this request within 8 weeks of the payment date, we will refund the full amount of the payment on a no- questions-asked basis. If you make this request after the 8-week period but within 13 months of the payment date, we will investigate the payment and inform you if you are entitled to a refund.

Any refund that we make for an authorised or unauthorised payment will not affect the terms of the mandate that you have with the relevant beneficiary.

- 5.13 Sometimes an organisation will ask us to block a certain amount of money on your Account to make sure you've got enough money to pay for something. This is called "earmarking". This usually happens where you don't know the cost at the time you authorise the payment (for example, if you stay in a hotel room or rent a car). Unless you agree to

an exact amount being taken from your Account, the organisation won't be able to ask us to block an amount. Any amount we do block will be released without delay as soon as we are aware of the actual cost incurred. At the latest, this will always be straight after the organisation asks us to make the payment.

## 6. Cheques

### 6.1 Issuing cheques

When you write cheques you must take care so that your cheques cannot be easily altered by someone else. You should only write cheques in the same currency in which your Account is denominated. You may be liable for cheques which have been altered or signed by someone else if you have failed to notify us upon becoming aware of the alteration or other signature or if you have not taken all reasonable precautions to prevent someone from doing this. The maximum number of authorised signatories who may sign any one cheque is two.

### 6.2 Dates of cheques

We recommend that you do not put future dates on a cheque. If you do so, we may decide whether to pay it or return it. We will not be responsible to you for any Losses you suffer as a result of us deducting the amount of a cheque from your Account before the date on the cheque.

### 6.3 Stopping cheques

Upon your request, we will stop one of your cheques as long as you have given us the following details of the cheque:

- the Account number;
- the payee;
- the date;
- the cheque number; and
- the amount of the cheque, and the amount of the cheque has not yet been deducted from your Account. You will need to provide us with these details before the cheque is presented to us for payment. We may make a charge for stopping the cheque. The charge is set out in our Tariff of Charges.

### 6.4 Cheques more than 6 months old

If we receive a cheque for payment which is more than six months old we may decide whether to pay it or not.

### 6.5 Restriction of use

We may at any time restrict or cancel your right to use cheques on your Account(s) for any of the following reasons:

- we are concerned about the security of your Account;
- we suspect that your Account is being used in an unauthorised or fraudulent manner; or
- if we perceive there to be a significant risk that you are or will be unable to pay amounts outstanding to us.

If we restrict or cancel your rights to use cheques on your Account, we will, subject to applicable law and regulation, inform you of our reasons for such restriction or cancellation either orally or in writing.

## 7. Overdrafts

### 7.1 General obligation to keep your Account in credit

You must keep your Account in credit, unless we agree an overdraft with you.

### 7.2 Application for overdraft

Please contact us to arrange an overdraft. We will tell you what information we require before we can arrange an overdraft. If we decide to give you an overdraft on your Account, we will tell you the limit of such overdraft and confirm the terms of your overdraft in writing, including the applicable interest rate.

### 7.3 Credit reference agency searches

We may make credit reference agency searches and other enquiries in respect of any individuals who own your business, the directors, officers, shareholders and any other persons responsible for operating your business, as applicable, before we grant you an overdraft or extend your overdraft limit.

#### 7.4 **Changes to overdraft limit**

As well as any changes provided under the agreement for your overdraft, we can change the limit of your overdraft at any time by giving you notice. Unless we have serious grounds for doing so, we will normally give you at least 30 days' notice before we reduce an agreed overdraft limit.

#### 7.5 **Unarranged overdraft**

If you overdraw your Account without having an agreed overdraft, or exceed the limit of an agreed overdraft, we will treat the amount overdrawn or the excess as an unarranged overdraft. You must make an immediate deposit into your Account to repay any unarranged overdraft. We may charge our unarranged overdraft interest rate, details of which you can obtain from any of our Branches and which may change from time to time, on the amount of the unarranged overdraft until it has been repaid or we have agreed an overdraft or a new overdraft limit with you. If you go into an unarranged overdraft, we will contact you to discuss how you can best administer your Account with us. We may also charge you a fee for having an unarranged overdraft. The charge is set out in our Tariff of Charges.

#### 7.6 **Repayment of overdraft**

We may require you to make an immediate deposit to repay any overdraft and any other amounts you owe us at any time, unless we have specifically agreed other arrangements with you. Unless we have serious grounds for doing so, we will normally give you at least 30 days' notice before you have to repay us an agreed overdraft. If you request a current account switch on a sterling current Account pursuant to condition 13.4 any overdrawn balance outstanding on that Account will become immediately due and payable on the switch date.

#### 7.7 **Right to transfer money to pay off overdraft**

We have the right to pay off or reduce an overdrawn balance on any of your Accounts (including a switched current Account) in accordance with our right of "set-off." Details of this are explained in condition 13.13.

### 8. **Interest and charges**

#### 8.1 **Interest on your Account**

We will normally work out interest on a daily basis on the amount of the balance on each Account at the end of each day (unless the interest rate applicable to balances on the Account is negative, in which case we may instead work out interest on an appropriate alternative basis) and it will be applied to the Account monthly, unless otherwise agreed. Our interest rates vary depending on the Account. We round each day's interest up or down to the nearest penny. If the interest earned after rounding is at least one penny, the interest will be payable to you. If your Account is overdrawn and the interest payable after rounding is at least one penny, the interest is payable by you.

#### 8.2 **Possibility of negative interest rates on Accounts**

The interest rate applicable to Account credit balances may vary in accordance with conditions 8.1 and 8.6 and may become negative. If a negative interest rate applies to your Account, this will mean that instead of you receiving interest on credit balances we will debit interest payments from your Account in respect of your credit balances. On an exceptional basis, we may elect, at our sole discretion, to waive certain minimal interest payments that are due to us because of the application of a negative interest rate on any Account.

#### 8.3 **Our charges**

We may charge you fees for the products and services (including the Services) which we provide you, (including in relation to any one or more of the Accounts). We may inform you of a charge in advance of you using a Service and/or our charges are set out in our Tariff of Charges. In relation to a Business Debit Card, our charges are contained in either our Tariff of Charges or a Business Debit Card charges schedule.

#### 8.4 **Paying interest, charges and taxes**

We will pay interest or, if applicable, charge interest, fees and any other charges by crediting or debiting your Account.

Where you have a non-sterling Account with us, we may require you to also hold a Handelsbanken sterling Account. We may debit all charges that you incur on your non-sterling Account (in sterling) from any sterling Account that you hold with us or from your non-sterling Account. If you no longer hold a sterling Account with us, we have the right to:

- close your non-sterling Account in accordance with condition 13.2; and
- require payment of any charges incurred on your non-sterling Account (in sterling) immediately.

We may at our discretion: (i) allow you to accumulate charges on your sterling or non-sterling Account to be paid at least once a month as required by us; and/or (ii) deduct any charges at the time the service was provided if we told you about the charge in our Tariff of Charges or at the time the service was provided.

If we deduct any charge directly from your non-sterling Account, we will convert the charge from sterling into the currency of your Account using our standard exchange rate (unless we agree a different exchange rate for that charge with you).

We will usually give you notice before deducting charges from your Account. We will not provide notice where we deduct charges at the time of the service and we told you about the charge in our Tariff of Charges or at the time the service was provided.

If deducting charges or interest from your Account places you in an unarranged overdraft position, the provisions of condition 7.5 will apply. If you request a current Account switch pursuant to condition 13.4, we will credit any accrued but unpaid interest due to you and/or debit any accrued but unpaid interest due from you immediately prior to effecting the switch on the switch date. If you request a current Account switch pursuant to condition 13.4, we will explain the amount of any fees or charges to be debited from your switched Account in relation to the period up to and including the switch date in the Account closing statement described in condition 13.4. We will retain funds from the credit balance transferred to your new account on the switch date to cover any such amounts, which will normally be debited within 13 Working Days of the switch date.

If we pay interest on an Account, we will not deduct tax from this payment and it will be paid gross to your Account. There may be other taxes associated with the provision of the Services which are not paid for via us or imposed by us.

#### 8.5 **Charges due to breach of the Agreement**

In the event of you breaching the Agreement, you shall indemnify us in respect of our Losses, incurred by us in enforcing our rights under the Agreement, or which otherwise result from that breach.

#### 8.6 **Change of interest rate**

The interest rates which apply to your Account(s) may change from time to time.

##### **Payment Accounts**

If you are a “consumer”, a “micro-enterprise” or a “charity” for the purposes of the PSRs, we will give you at least two months’ notice of any change to interest rates on any Payment Account where such change is not favourable to you. During the notice period, you have the right to close your Payment Account at any time and without charge by writing to us. You will be deemed to have exercised that right if, during the notice period, you write to us to tell us that you do not accept the change. If you do not write to us to inform us during the notice period, the change will take effect at the end of the notice period and you will be deemed to have accepted the change. Where a change to an interest rate is favourable to you, the change will take effect immediately, and you will have no right to reject the change. In these circumstances, we will inform you within 30 days of the change.

For the purposes of the application of these Terms and Conditions, we assume that you are a “consumer”, a “micro-enterprise” or a “charity”. We will inform you if we consider you not to be a “consumer”, a “micro-enterprise” or a charity for the purposes of the PSRs, referred to herein as a “Large Business Customer”. If we have so informed you, you agree that Regulation 50 of the PSRs does not apply to the Agreement and subject to any applicable laws and regulations, we will send you information about any changes to interest rates, whether favourable to you or not, which we pay or charge on your Payment Account, within 30 days of such change, but changes may take effect immediately.

##### **Notice Deposit Accounts**

We explain the amount of notice we will give you of any change to an interest rate on a Notice Deposit Account in condition 16.10.1.

##### **Fixed Term Deposit Accounts**

We will not change the interest rate applicable to the Fixed Term Deposit Account during the Deposit term.

##### **Changes to debit interest for an agreed overdraft**

The agreement for your overdraft will set out how and when changes to your interest rate will take effect.

#### 8.7 **Changes to our charges**

From time to time, we may change and/or introduce charges that apply to your Accounts or Services. We will send you information of any changes to our charges that are relevant to your Account(s).

##### **Payment Accounts**

If you are not a Large Business Customer and we increase the amount of a day-to-day charge or add a new charge, we will inform you of the change at least two months before it takes effect. During the notice period, you have the right to close your Payment Account at any time and without charge by writing to us. You will be deemed to have exercised that right if, during the notice period, you write to us to tell us that you do not accept the change or addition. If you do not write to us to inform us during the notice period, the change or addition will take effect at the end of the notice period and you will be deemed to have accepted the change or addition. This requirement to inform

you of an increase in a charge, or an addition of a new charge, at least two months before such a change takes effect does not apply where we change a charge for an ancillary service.

If you are a Large Business Customer, you agree that Regulation 50 of the PSRs does not apply to the Agreement, and we will inform you of any changes or additions to charges that relate to a Payment Account in writing by giving you at least 14 days' notice.

### **Notice Deposit Accounts**

We explain the amount of notice we will give you of any increase or addition of a charge on a Notice Deposit Account in condition 16.10.2. We also explain in condition 16.10.2 any rights that you may have following an increase or addition of a charge on a Notice Deposit Account.

### **Fixed Term Deposit Accounts**

We will not increase the amount of a day-to-day charge or introduce a new charge during the Deposit term.

## **8.8 Charges for certain overseas payments**

If you make overseas payments to a country within the EEA, the PSRs require that charges for such payments can only be executed on the basis of shared charges. As a result, if you request such a payment to be made with charges to be paid by the beneficiary or all charges to be paid by you then such payment will be processed but with the charges applied on a shared basis as required by the PSRs.

## **9. Statements**

### **9.1 Statements**

Each month that there are transactions on your Account, we will send you a statement, free of charge, containing information on those transactions. If you are registered for Corporate Online Banking, subject to us making the function available to you, we may make statements available electronically through Corporate Online Banking. If we make statements available electronically, we will also send you an email, text or other notification to let you know that a statement is available to view (unless we have separately agreed not to send you any such notification). We will send you statements by post if we need to (e.g. where you are not registered for Corporate Online Banking). You can also ask us at any time to send you statements by post. If you or we close your Account, subject to us making the function available to you, you should download and save copies of the digital statements from Corporate Online Banking for future reference before any such Account is closed. You can ask us for a duplicate copy of your statement at any time, but we may charge you for this. In respect of Accounts where there are multiple Account holders, we will send (or make available) one statement addressed to all of you, unless we specifically agree otherwise. If you are a Large Business Customer you may agree that Regulations 53 and 54 of the PSRs do not apply to the Agreement by signing a letter which we will provide to you to confirm this. We can then determine whether transaction information is given to you and the frequency with which it is given, and if we do either provide or make available such information, we may change the frequency of transaction information or how we make it available to you.

### **9.2 Correctness of Account information and statements**

You must check your online banking Account information (if Corporate Online Banking and/or the Corporate App are applicable to the Agreement) and statements of your Account carefully and if you identify an entry which seems to be wrong you must tell us as soon as possible. Please contact Customer Connect or contact any of our Branches. We will correct any wrong entries made to your Account as soon as practicable and at the latest by the end of the next Working Day after you tell us about them or we notice them, including, where applicable, refunding any interest or charges which would not have been payable but for the incorrect entry or paying any interest you have missed out on. You may not be entitled to any redress in respect of any incorrect entry unless you inform us without undue delay and in any event within 13 months after the debit date. If a payment is made into your Account in error, this will be corrected in accordance with condition 5.2.

## **10. Responsibility**

### **10.1 Partnership, personal representatives and trustees**

In addition to the Account holders being jointly liable, each partner, personal representative or trustee is separately responsible for the Account and for any money owed to us, unless we specifically agree otherwise. We will have the right to require payment in full from all or any of you, even if you have subsequently ceased to be a partner, personal representative or trustee, unless we have agreed otherwise in writing.

## 10.2 Sole trader

You are personally responsible for any monies you or your business owes to us.

## 11. Use of information about you

- 11.1 Please read our Privacy Notice which is in your application pack (if you applied for your Account from 25 May 2018) and is available online at: [handelsbanken.co.uk/privacy](https://handelsbanken.co.uk/privacy) which explains the personal information we collect from you and how we use it, together with a summary of your rights under relevant data protection laws. Please contact us using the options set out in our Privacy Notice if you have any questions at all.

## 12. Refunds and liability

### 12.1 Direct Debits

We can give you information regarding the Direct Debit Scheme which protects you if a Direct Debit you have not authorised is taken from your Account. If money is wrongly taken from your Account under a Direct Debit we will refund you as soon as you tell us about it.

### 12.2 Liability for Unauthorised Transactions and Incorrectly Executed Transactions

Subject to condition 5.6 and this condition 12 you may be entitled to a refund where a transaction was an Unauthorised Transaction or an Incorrectly Executed Transaction.

### 12.3 Time limit for refunds

In order to be eligible for a refund in relation to an Unauthorised Transaction or an Incorrectly Executed Transaction, you must make your claim without undue delay and in any event within 13 months after the date on which the transaction was (or should have been) debited. In relation to an Unauthorised Transaction, this is also subject to condition 5.6.

### 12.4 Notification

You should let us know if you think there is an Unauthorised Transaction or Incorrectly Executed Transaction on your Account, even if a Payment Initiation Service Provider is involved in making the payment.

### 12.5 Incorrect payment information

If you give us incorrect payment information (such as the wrong sort code or account number) as part of a payment instruction, we will not be liable for any Losses or delay if the payment is not made to the correct account. However, we will make reasonable efforts to recover the funds that have been paid if we subsequently become aware that the payment instruction contained incorrect payment information, provided that the payment was made to an account in the UK or, if the payment was in euro, to an account in the EEA. We may charge you for doing this. The charge is set out in the Tariff of Charges. Where we are unable to get the money back, you can send us a written request and we will provide you with all the relevant information we can in order for you to claim the repayment of funds, unless we are prohibited from doing so by any applicable law or regulation.

### 12.6 Incorrectly Executed Transactions involving payments out of your Account

If an Incorrectly Executed Transaction has occurred (and a payment has been debited from your Account), we will refund the payment as soon as possible after we become aware, so that it is as if the payment was not made. We will also refund any charges and interest you have paid and pay you any interest you have missed out on (dating back to the date the payment was taken from your Account). We will not do this where (i) we can show that the payment was received by the bank you asked us to send the payment to; or (ii) if the payment is to an account outside the UK or the payment is in a currency other than sterling, the payment was received by a bank that is acting on behalf of the payee or the payee's bank (and in both cases, the payee's bank is responsible for correcting the payment to the payee); or (iii) your payment instruction was incorrect. If you ask us to, we will try to trace the payment immediately and tell you the outcome. We will not charge you for this. This condition 12.6 shall not apply where we have executed the payment late but sent the correct amount to the correct payee, and in this case, condition 12.7 shall apply.

If we send more money than the amount which you asked us to send in your payment instruction, you agree that we will return the additional amount to you rather than refund the full payment amount. If we send money to an account of which you are an account holder, you agree that we will not refund the amount sent.

### 12.7 Late payments

If you ask us to make a payment to someone and we send it to their bank later than we are legally required to (for example, by the end of the next Working Day for sterling payments to another UK bank), you can ask us and we will contact the other bank and ask them to correct the amount of interest on the account with their customer (so that it

is as if the payment was received on time). We will only consider doing this if the payment was made to an account in the UK or if the payment was in euro to an account in the EEA.

#### 12.8 **Transactions involving payments into your Account**

We will be liable for failure to collect a payment into your Account unless we can show that we sent the instruction to collect the payment to the paying bank or building society within the time limit agreed with you, so as to enable payment to occur on the due date. If we have failed to collect the payment we will immediately send an instruction to the paying bank or building society to collect the payment and refund/pay any interest to you so that it is as if you received the payment on time. If you ask us to, we will make immediate efforts to trace the payment. If we receive a payment from another bank for you that we should have credited to your Account, we will immediately credit your Account with the relevant amount, refund to you any charges that you have paid and refund/pay any interest to you so that it is as if you received the payment when you should have done.

#### 12.9 **Interest and charges relating to Incorrectly Executed Transactions**

If we are liable for an Incorrectly Executed Transaction, we will pay you any bank or building society interest and/or charge you must pay as a result, to the extent we have not already paid this under the preceding paragraphs of this condition 12.

#### 12.10 **Unauthorised Transactions**

Details of any refunds that you may be entitled to due to an Unauthorised Transaction are explained in condition 5.6 of these Terms and Conditions.

#### 12.11 **Limitation of liability for Unauthorised Transactions and Incorrectly Executed Transactions**

We will not be liable to you in relation to an Unauthorised Transaction or an Incorrectly Executed Transaction:

- beyond our obligations as set out in this condition 12, condition 5.6 or under the Direct Debit Scheme described in condition 12.1 and the SEPA Core Direct Debit Scheme described in condition 5.12 (as the case may be);
- for any indirect or consequential loss you suffer as a result or any other type of loss referred to in condition 12.13;
- where you (or any person authorised by you to transact on the Account, including any additional cardholder) have acted fraudulently or have been grossly negligent in relation to your obligations to use payment instrument(s) or Security Information in accordance with the provisions of the Agreement or have failed to notify us without undue delay on becoming aware of the loss, theft or unauthorised use of a payment instrument or any Security Information; or
- where we are unable to perform our obligations under the Agreement due to abnormal or unforeseeable circumstances beyond our control, or us having to comply with law or regulation.

#### 12.12 **No liability for events outside our control**

We will not be liable for any Losses you may suffer if we fail to provide you with any Services or if we fail to perform our obligations under the Agreement in either case due (whether directly or indirectly) to anything outside our reasonable control, including the failure of any data processing or computer system or transmission link, an industrial dispute, or any restriction imposed under any applicable law or regulation.

#### 12.13 **No liability for certain direct, indirect or consequential losses**

Subject always to condition 12.14, we will not be liable to you under or in connection with the Agreement for:

- any indirect or consequential loss you suffer;
- any loss of profit (whether direct, indirect or consequential);
- any loss of revenue or loss of business (in each case whether direct, indirect or consequential); or
- any loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct, indirect or consequential).

#### 12.14 **Death, personal injury or false statements:**

Nothing in the Agreement will limit our liability for death or personal injury resulting from our negligence, or for fraud or false statements made by us fraudulently or negligently or for any other matter to the extent that our liability cannot be limited or excluded by law.

#### 12.15 **No liability for third parties**

We will not be liable for any failure of, or delay by, Post Office or another bank (including banks we operate an arrangement with) in providing you with services.

## 13. General

### 13.1 Closing your Accounts

#### Payment Accounts

You can close your Payment Account at any time by giving us notice in writing. If you are not a Large Business Customer and if, at any time, we decide to close your Payment Account, we will give you at least 90 days' notice unless there are exceptional circumstances (as explained in condition 13.2), in which case, we may close your Payment Account immediately, or on shorter notice.

If you are a Large Business Customer, you agree that Regulation 51 of the PSRs does not apply to the Agreement and if, at any time, we decide to close your Payment Account, we will give you at least 14 days' notice unless there are exceptional circumstances (as explained in condition 13.2), in which case, we may close your Payment Account immediately, or on shorter notice.

#### Notice Deposit Accounts

We explain the amount of notice you or we will give to close a Notice Deposit Account in condition 16.11.1.

#### Fixed Term Deposit Accounts

You cannot close your Fixed Term Deposit Account during the Deposit term. We cannot close your Fixed Term Deposit Account during the Deposit term either, except in exceptional circumstances (as explained in condition 13.2).

In each of the above cases, the Agreement will continue to apply until any cheques drawn on the Account and all other amounts you owe on the Account or otherwise, including payments we have made after closure and any interest and charges you have incurred, have been paid in full and unused cheques and any cards (including Business Debit Cards) and Security Equipment provided by us have been returned. Any benefit or Additional Services which we provide in relation to specific Accounts will end as soon as the Account is closed. If we close your Account we will repay (including, at our discretion, by cheque or bankers draft) any credit balance to you, or (subject to our right under the Agreement to refuse to act on your instructions) to any other person you ask us in writing to pay or transfer the money to, unless it would be a breach of law to do so. After all of your Accounts are closed, if there is any remaining credit balance, any instruction to pay the balance to you or to another person must be in writing on a document bearing your original signature, unless we agree otherwise.

### 13.2 Terminating the Agreement

The Agreement will only end entirely when all of your Accounts are closed, all amounts owed by you to us have been paid, and we no longer provide any Service to you.

#### When you can end the Agreement

You can end the whole or any part of the Agreement as follows:

#### Payment Accounts (and other Services, including Additional Services)

You can end the Agreement in relation to a Payment Account (and/or other Services, including Additional Services, that are in connection with a Payment Account) at any time by giving us notice in writing. If you end the Agreement in relation to a Payment Account (and/or other Services, including Additional Services, that are in connection with a Payment Account), the relevant provisions of the Agreement will continue to apply until (i) all of your Payment Accounts have been closed; and (ii) any cheques drawn on a Payment Account and all other amounts you owe on the Payment Account, including payments we have made after closure and any interest and charges you have incurred, have been paid in full and unused cheques and any cards and Security Equipment have been returned. We may end any Services (including Additional Services) that we provide in relation to a Payment Account when the Payment Account closes or when we are entitled under the Agreement to stop providing any such Services to you.

The Agreement will remain in effect in relation to any Accounts that are not Payment Accounts (and any corresponding Services, including Additional Services).

#### Notice Deposit Accounts

We explain how you can end the Agreement in relation to a Notice Deposit Account in condition 16.11.2.

#### Fixed Term Deposit Accounts

You cannot end the Agreement for a Fixed Term Deposit Account until the Fixed Term Deposit has matured or has been broken by you (if we agree to your request to break a Fixed Term Deposit).

**When we can end the Agreement**

We can end the whole or any part of the Agreement as follows:

**Payment Accounts (and other Services, including Additional Services)**

If you have an overdraft, please see condition 7 of these Terms and Conditions and the agreement for your overdraft for details about how we can require you to repay your overdraft or how we can end your overdraft.

If you are not a Large Business Customer, and if we, at any time, decide to end the Agreement in relation to a Payment Account (and/or other Services, including Additional Services, that are in connection with a Payment Account), we will give you at least 90 days' notice. If you are a Large Business Customer, you agree that Regulation 51 of the PSRs does not apply to the Agreement, and if we, at any time, decide to end the Agreement in relation to a Payment Account (and/or other Services, including Additional Services, that are in connection with a Payment Account), we will give you at least 14 days' notice.

If we end the Agreement in relation to a Payment Account (and/or other Services, including Additional Services, that are in connection with a Payment Account), the relevant provisions of the Agreement will continue to apply until (i) all of your Payment Accounts have been closed; and (ii) any cheques drawn on a Payment Account and all other amounts you owe on the Payment Account, including payments we have made after closure and any interest and charges you have incurred, have been paid in full and unused cheques and any cards and Security Equipment have been returned. We may end any Services (including Additional Services) that we provide in relation to a Payment Account when we close the Payment Account or when we are entitled under the Agreement to stop providing any such Services to you.

The Agreement will remain in effect in relation to any Accounts that are not Payment Accounts (and any corresponding Services, including Additional Services).

**Notice Deposit Accounts**

We explain how we can end the Agreement in relation to a Notice Deposit Account in condition 16.11.2.

**Fixed Term Deposit Accounts**

We cannot end the Agreement for a Fixed Term Deposit Account until the Fixed Term Deposit (i) has matured; or (ii) has been broken by us for any of the exceptional circumstances stated below in this condition 13.2.

**Ending the Agreement immediately or with less notice due to exceptional circumstances**

We may (i) end all or part of the Agreement in relation to any Payment Account, Notice Deposit Account, Fixed Term Deposit Account and/or any Services (including Additional Services) immediately (or with less notice than otherwise stated, or referred to, in this condition 13.2); and/or (ii) apply any Break Charge in relation to a Fixed Term Deposit Account (if any becomes payable in accordance with Part E of these Terms and Conditions) if one or more of the following exceptional circumstances occur:

- you have significantly breached any of the provisions of the Agreement or you repeatedly breach the Agreement;
- we suspect or have reasonable grounds to suspect that there has been, there is or there is likely to be, financial crime, terrorist financing or any other serious crime involving any of your Accounts or any transactions on any of your Accounts;
- (i) a resolution is passed for your voluntary winding up or a petition is presented for your compulsory winding up; (ii) a petition for a bankruptcy order is presented against you; or (iii) a bankruptcy or insolvency proceeding (in any jurisdiction) is made against you or you enter into a voluntary arrangement with your creditors to pay your debts - in each case, where we reasonably believe that it is necessary for us to end all or part of the Agreement and/or apply a Break Charge in order to meet, or not breach, any legal or regulatory obligations that are applicable to us;
- you have failed to satisfy our financial crime prevention, anti-money laundering, counter terrorist financing or anti-bribery and corruption requirements, and we are unable to apply or complete customer due diligence measures to our reasonable satisfaction (for example, if you have failed to provide any additional information (including identification documents and information about your source of wealth and/or source of funds) that we have requested from you);
- you have given us false information where this amounts to fraud;
- you have behaved improperly (for example, in a threatening, abusive or violent manner or in a manner that is harassment or that is racist or discriminatory in any other way) towards any of our staff;
- we have demanded that you repay an overdrawn balance on any of your Accounts and you fail to do so;
- we reasonably believe that by keeping your Accounts open or continuing with the Agreement, we may be in breach of a legal or regulatory requirement or any other rules that apply, or it may expose us to action or censure from any government, regulator or other authority;

- you are no longer legally resident or domiciled in the UK (and in the case of Accounts with multiple account holders, any one of you is no longer legally resident or domiciled in the UK) and we reasonably believe that this causes us to be in breach of any applicable legal or regulatory requirements;
- you no longer have UK nationality (and in the case of Accounts with multiple account holders, any one of you is no longer legally resident or domiciled in the UK) and we reasonably believe that this causes us to be in breach of any applicable legal or regulatory requirements;
- you no longer have your registered office or another place of business in the UK and we reasonably believe that this causes us to be in breach of any applicable legal or regulatory requirements;
- you are no longer operating from, or trading in, the UK and we reasonably believe that this causes us to be in breach of any applicable legal or regulatory requirements;
- we are required to do so by any applicable law or regulation;
- we are required by law to do so on the direction of any UK government department or regulator, or on the direction of any other authority; or
- in any case, where we are allowed by applicable law or regulation to give less notice than is usually required under the Agreement.

If you are a Large Business Customer, in addition to the exceptional circumstances stated above, we may also end the Agreement immediately (or with less notice than otherwise stated in this condition 13.2) if one or more of the following exceptional circumstances occur:

- you are involved in a dispute in relation to any of your Accounts;
- we suspect that you have been involved with criminal activity that is not related to any of your Accounts;
- you owe money to a tax authority or government agency in relation to a personal or individual tax debt;
- we reasonably suspect you are about to commit a crime in connection with any of your Accounts;
- you are in significant breach or significant default in respect of any other loan, facility or other financial accommodation or service offered to you by us or any other party;
- you have failed to pay any sums due to us, or you are unable to pay your debts as they fall due (including any debts owed to us);
- you die;
- you are no longer eligible to use any of your Accounts or any Service that we provide; or
- you use any of your Accounts for a personal purpose.

#### **Partnerships, trusts and personal representatives**

The Agreement will remain in place until it is ended as set out above, even if (before the Agreement is ended):

- in the case of a partnership, the name of the partnership changes, new partners join or current partners leave;
- in the case of a trust, the name of the trust changes, new trustees are appointed or current trustees cease to be trustees; or
- you are a personal representative, and a new personal representative is appointed or a current personal representative ceases to be a personal representative.

13.3 We may give you notice in writing as soon as reasonably practicable after your Account has been closed without prior notice for any of the reasons listed in condition 13. If we terminate part of the Agreement, the other parts of the Agreement will remain in force and you must continue to comply with all of your obligations in relation to the parts remaining.

#### **13.4 Switching your Accounts:**

For the purposes solely of this condition 13.4:

- a Small Business means any business banking customer with an annual turnover that does not exceed £6.5 million and employs fewer than 50 people;
- a Small Charity means a charity with an annual income of less than £6.5 million; and
- a Small Trust means a trust with net assets of less than £6.5 million.

We are a participating financial institution in the Bacs Account Switching Service. The Bacs Account Switching Service enables customers to transfer certain accounts and/or the payment arrangements connected with such accounts (an account switch or payments switch) from one participating financial institution to another participating financial institution. The Bacs Account Switching Service applies only to accounts maintained at the UK, Isle of Man and Channel Islands branches of participating financial institutions.

#### **Current Account Switch Service (sterling current Accounts only)**

If your Account is a sterling current Account and you are a Small Business, a Small Charity or a Small Trust you can choose to switch your Account (and all payment arrangements connected with the Account) to another financial institution that is participating in the Bacs Account Switching Service. The switch of your Account will take seven Working Days. The switch will complete on the seventh Working Day, which is referred to as the switch date. On the switch date any credit balance on your Account with us (such credit balance to be subject to (i) the application of any interest pursuant to condition 8.4; (ii) the exclusion of any amounts that are retained to cover any charges or fees pursuant to condition 8.4; and (iii) the exclusion of any uncleared credits or unsettled Business Debit Card authorisations) will be transferred to your new account at the new financial institution and your Account with us will close on the switch date. If, after application of any interest, fees or charges pursuant to condition 8.4, you have a debit balance (overdraft) on your Account, the switch will take effect on the switch date but your Account with us will not be closed until you have paid or repaid in full all outstanding amounts.

The provisions of the Agreement will continue to apply until all amounts you owe on the Account (including any interest, fees and charges (whether applied before or after the switch date)) have been paid or repaid to us in full. We will send you an Account switching closing statement normally within ten Working Days of the switch date, and this will include details of any such amounts owing as of the date of that statement.

For a period of at least three years after the switch date, if we receive payments or requests for payment which relate to your switched Account we will, subject to compliance with applicable law and regulation and in accordance with the terms of the Bacs Account Switching Service, redirect these payments or requests to the new financial institution. If we continue to receive such payments or requests for payment during the thirteen months leading up to the end of the three- year redirection period, we will extend this redirection period until there is a subsequent period of thirteen consecutive months in which we do not receive any payments or requests for payment. Upon the expiry of such subsequent period, any further payments or requests for payment will be disregarded. If any amounts owed to us remain outstanding on the switched Account after the switch date, we will be entitled first to apply any amounts received in relation to that Account (including amounts paid in by means of a cheque) in full or partial satisfaction of such outstanding amounts. Any cheques drawn on a switched Account presented for payment during the above redirection period will be returned unpaid with advice that the Account has been switched.

Any benefit or service (including any Additional Services) which we provide in relation to your Account will terminate on the switch date and you may not access those benefits or services in relation to the switched Account with effect from the switch date.

You must promptly destroy any cheque books and Business Debit Cards relating to your switched Account on the switch date.

If you are a Small Business, a Small Charity or a Small Trust and you wish to switch your sterling current Account using the Bacs Account Switching Service, you will need to contact a financial institution which is participating in the Bacs Account Switching Service, who will explain the process involved and the documentation you will be required to submit in order to effect the Account switch. That other financial institution will then contact us to launch the Account switch process. On receipt of an Account switch request from that other financial institution, we will contact you to advise that we have received the Account switch request and in some cases we may additionally seek explicit confirmation from you that you have requested the Account switch. We may treat the receipt of an Account switch request in relation to your sterling current Account as an instruction from you to us to switch your Account to that other financial institution and to close your Account with us on the basis described above.

#### **Payment Transfer Service (all sterling Accounts)**

You can choose to switch some or all of your payment arrangements (Direct Debits, standing orders, and bill payment arrangements) from a sterling denominated Account with us to an account at another financial institution participating in the Bacs Account Switching Service. Any such regular payments switch remains in place for a period of three months (though it is possible for this period to be shorter if you agree this with the Branch where your Account is held) to enable you to transfer payment arrangements on different dates to suit your needs.

Your Account with us will remain open following the switching of the relevant payment arrangements and the provisions of the Agreement will continue to apply to your Account.

If you wish to switch payment arrangements connected with your Account using the Bacs Account Switching Service you will need to contact another financial institution participating in the Bacs Account Switching Service, who will explain the process involved and any documentation you will be required to submit in order to effect the payment

transfer switch. That other financial institution will then contact us to launch the regular payments switch process. On receipt of a payment transfer switch request from that other financial institution, we will contact you to advise that we have received the request and in some cases we may additionally seek explicit confirmation from you that you have requested a payment transfer switch. We may treat the receipt of a payment transfer switch request in relation to your Account as an instruction from you to us to switch the relevant payment arrangements connected with your Account to that other financial institution.

### 13.5 Varying the Agreement

13.5.1 We may change or add to the Agreement, or any part of it, at any time for any reason, including to:

- reflect changes or expected changes in technology or the operating systems, payment systems or suppliers that we use;
- reflect any change in your circumstances that we believe affects your ability to repay an arranged overdraft or an unarranged overdraft on your Account;
- reflect changes to Accounts or Services that we offer, or introduce a new account or service that requires a change to the Agreement;
- withdraw an Account or Service that we no longer offer or that is not being used;
- move you to a different type of Account for a good reason (for example, if you are no longer eligible for an Account or we withdraw a type of Account);
- comply with, or reflect any change to, (or to the interpretation, administration or application of) any law, regulation, code of practice or other industry guidance, or the rules of a payment system or switching service;
- reflect changes we believe have occurred or will occur in market conditions or market practice;
- comply with, or reflect decisions of, a court, regulator or the Financial Ombudsman;
- comply with, or reflect changes or expected changes to, a Payment Card Scheme or its rules, or to change to a different Payment Card Scheme;
- reflect a change in our costs relating to the running or the funding of our business or providing Accounts or Services, including changes that we reasonably expect to happen;
- better reflect how our customers use Accounts and Services, which means we decide we need to charge for the Accounts and Services that we provide in a different way;
- ensure our business is run prudently;
- maintain the competitiveness of our business or respond to changes resulting from increased competition in the banking industry that affects your Accounts or Services;
- reflect a change or addition to Corporate Online Banking or the Corporate App, or to any part of the Agreement related to Corporate Online Banking and the Corporate App; or
- make the Agreement clearer, correct any error we discover in the Agreement.

We may from time to time (i) change the interest rate and/or charges that apply to all or any of your Accounts or Services; and/or (ii) introduce a charge that will apply to all or any of your Accounts and/or Services.

We explain what happens when we change an interest rate and/or a charge on a Payment Account, and how much notice we will give you of any such change, in conditions 8.6 and 8.7. We also explain what happens when we change an interest rate and/or a charge on a Notice Deposit Account, and how much notice we will give you of any such change, in conditions 16.10.1 and 16.10.2. Other unfavourable changes to a Notice Deposit Account are explained in condition 16.10.3.

Unless stated otherwise in the Agreement, we will inform you of any changes or additions made pursuant to this condition 13.5.1 in writing by giving you at least two months' notice. Unless stated otherwise in the Agreement, if you notify us at any time up to two months from the date we tell you of any change that you do not agree to the change, you may switch or close your Payment Account without having to pay any additional charges or interest. If we change or add to the Agreement, we will either give you a copy of the changed Terms and Conditions at the time of giving you notice, or we will direct you to a link on our website where you can view and download them. Such changes will not require acknowledgement or assent from you in order to be effective.

If we change or add to the Agreement in accordance with this condition 13.5.1, we will not change the interest rate and term agreed for a Fixed Term Deposit Account during the Deposit term. You will not be able to close a Fixed Term Deposit Account as a result of any change or addition to the Agreement made in accordance with this condition 13.5.1.

13.5.2 There may be circumstances where it may not always be possible to give you at least two months' notice of any change described in condition 13.5.1.

We may change or add to the Agreement immediately without giving you notice, or with less notice than we are otherwise required to give you in accordance with condition 13.5.1 to:

- add new payment services or a new security procedure to the Agreement, where these do not change any terms of the Agreement in relation to an existing payment service or security procedure. In these circumstances, we can add these new payment services or security procedure immediately;
- reflect any change to (or to the interpretation, administration or application of) any law, regulation, industry guidance or code of practice, if there is not time to give you the usual amount of notice before the change takes effect;
- reflect changes, including changes we reasonably expect to happen, to any of the rules of a payment system or switching service, if there is not time to give you the usual amount of notice before the change takes effect;
- change the interest rate that applies to your Account, if the interest rate tracks an external reference rate that is publicly available and is set by a central bank, and there is a change to the external reference rate;
- reduce a charge or change the way we charge in a way that is favourable to you;
- reflect a change (which is not an unfavourable change) or add new functionality to Corporate Online Banking or the Corporate App or to any part of the Agreement related to Corporate Online Banking and the Corporate App, so long as nothing else in the Agreement changes;
- comply with, or reflect changes or expected changes to, a Payment Card Scheme or its rules, or to change to a different Payment Card Scheme, if there is not time to give you the usual amount of notice before the change takes effect. If we change to a different Payment Card Scheme, we may issue you with a replacement Business Debit Card;
- introduce a new way to communicate with you; or
- there is a change in the exchange rate we use to convert a payment to or from a foreign currency. This is explained in conditions 13.9, 21.4 and 25.1.

We explain when we may make a change (other than a change to an interest rate) or addition to a Notice Deposit Account that is favourable to you in condition 16.10.4.

If there have been significant changes in any one year, we will either give you a copy of the new terms and conditions of the Agreement and/or we will give you a summary of the changes and we will direct you to a link on our website where you can view and download a copy of these Terms and Conditions.

### 13.6 **Change of Account details**

You must contact us, immediately, to tell us of any change to:

- your business or company name;
- the ownership or nature of your business;
- if you are an individual and either a sole trader, partner or trustee, your country of residence;
- your business or email address or telephone number;
- the Account holders, or your Account authorised signatories or any beneficiaries in relation to your Account; or
- your nominated cardholders or users of any Additional Service.

We may ask you to confirm this in writing, signed in accordance with our Account Opening Mandate and/or other relevant Application Documentation. If your legal status requires a resolution to effect such change(s) a copy of such resolution or other appropriate authority must accompany your written notification.

### 13.7 **Contact details**

You can contact us at the address and telephone number shown on your latest statement or the address shown on your cheque book unless we specifically give you a different address or phone number to use for a particular service (including for any Additional Service).

When such functionality is available, you can send us a message on Corporate Online Banking or the Corporate App. When it is available, we will only check occasionally for messages from you through Corporate Online Banking or the Corporate App, so do not contact us this way if your message is urgent, confidential or important (for example, if it is an instruction to make a payment or to report a lost or stolen Business Debit Card).

When such functionality is available, you can also contact us through a webchat. When it is available, do not send confidential information or payment instructions to us on a webchat. We will let you know when the functionality for contacting us through Corporate Online Banking, the Corporate App and/or a webchat is available. For details of how to instruct us to make a payment, see condition 4 (instructions).

Unless we specifically say how we will contact you in a particular provision of the Agreement we may (subject to any legal or regulatory requirements to communicate with you in a particular way):

- contact you by telephone or in writing using the latest phone, postal or email contact details you have given us; and
- provide or make available to you in writing, on our website or in any other manner specified in any applicable Additional Service Conditions any communication, including newsletters, statements, messages, notification or information about changes to the provisions of the Agreement and any information about any change to the way any of your Accounts operate.

All references to “in writing” in the Agreement shall be deemed to include email unless otherwise stated. Unless we agree separately with you, you should not send us a payment instruction by email. A payment instruction “in writing” means an instruction in writing on a document bearing your original signature.

Any information we send or make available to you electronically (for example, information sent by email or made available through Corporate Online Banking or the Corporate App, or on a webchat (when a webchat is available)) may be sent as an electronic attachment such as a pdf. You should ensure any device you use to receive information from us has the correct hardware, software, operating system and browser to receive information we send to you.

If we become aware of suspected or actual fraud or security threats relating to your Account, we will contact you by phone or in writing.

A communication from us will be deemed to be effective when delivered in person, on the second Working Day after posting or, for an electronic message which is an email or website posting, when the electronic message is sent or uploaded by us or on our behalf.

### 13.8 **Other actions or events that entitle us to act immediately**

#### **Actions or events relating to you, your agents, your employees, or any persons authorised by you**

If you or any agent or employee, or any person authorised pursuant to your Account Opening Mandate or any other Application Documentation:

- are in breach of the Agreement (and in relation to any agent or employee or any other person authorised by you, any such agent, employee or person causes you to be in breach of the Agreement);
- have failed to satisfy our anti-money laundering requirements;
- (we suspect) are about to commit a crime in connection with any of your Accounts;
- have given us false information;
- are involved in a dispute in relation to any of your Accounts; or
- are in breach or default in respect of any loan facility or other financial accommodation or service offered to you by us or any other party,

we may take any, some or all of the actions described in this condition 13.8 under (Actions we may take).

#### **Actions or events relating to you**

If you (the person, persons, incorporated or unincorporated body in whose name an Account is opened):

- die (or, in relation to a partnership or trust, one of the partners or trustees dies);
- are no longer resident in the UK (or, in relation to a partnership or trust, one of the partners or trustees no longer resides in the UK);
- are no longer domiciled in the UK (or, in relation to a partnership or trust, one of the partners or trustees is no longer domiciled in the UK);
- no longer have UK nationality (or, in relation to a partnership or trust, one of the partners or trustees no longer has UK nationality);
- no longer have your registered office or another establishment in the UK;
- are no longer operating out of the UK;
- are no longer trading in the UK;
- have failed to pay any sums due to us, or you are unable to pay your debts as they fall due (including any debts owed to us);
- owe money (in relation to a personal/individual tax debt) to a tax authority or government agency;
- are no longer eligible to use any of your Accounts or any Service that we provide; or
- use any of your Accounts for a personal purpose,

we may take any, some or all of the actions described in this condition 13.8 under (Actions we may take).

**Other actions or events**

If:

- there has been, or we suspect that there has been or may have been, fraud or suspicious activity involving any of your Accounts or any transactions on any of your Accounts;
- a resolution is passed for your voluntary winding up;
- a petition is presented for your compulsory winding up;
- a petition for a bankruptcy order is presented against you;
- you are involved in a bankruptcy or insolvency proceeding (in any jurisdiction), or you enter into a voluntary arrangement with your creditors to pay your debts;
- we have demanded that you repay an overdrawn balance on any of your Accounts and you fail to do so;
- we believe that by keeping your Accounts open or continuing with the Agreement, we may be in breach of a legal or regulatory requirement or any other rules that apply, or it may expose us to action or censure from any government, regulator or other authority; or
- we are required by law to take action on the direction of any UK government department or regulator, or on the direction of any other authority,

we may take any, some or all of the actions described in this condition 13.8 under (Actions we may take).

**Actions we may take**

If any of the actions or events described above in this condition 13.8 occur, we may, subject to applicable law or regulation, without prior notice to you do any, some or all of the following:

- suspend operations on any or all of your Accounts;
- cancel or reduce an agreed overdraft limit;
- transfer money from any Account to pay off or reduce an agreed overdraft;
- cancel or suspend your right to use the whole or any part of our Services (including any Additional Service) or any of your Security Information or any Security Equipment;
- demand immediate payment of any amount you owe us; and/or
- refuse to act on your instructions.

**Partnerships**

Notwithstanding the above, if you are a partnership and one or more of the partners dies or becomes of unsound mind, we will make arrangements with the other partners as to the partnership's continuing liabilities.

**13.9 Foreign currency transaction**

If you instruct us to make a payment in a different currency to the currency of your Account, we will convert the payment into that different currency using our standard exchange rate. If we receive a payment in a different currency to the currency of your Account, we will convert the payment into the currency of your Account using our standard exchange rate. We may apply a charge for any conversion that we make under this condition 13.9. You can obtain details of the exchange rate we use to carry out a currency conversion by contacting us. Our standard exchange rates are variable exchange rates and change throughout the day. Any change will apply immediately and we will not have to inform you of the change. The exchange rate actually used will appear on your statement or will be available by contacting any Branch. Please see condition 21.4 in relation to foreign currency payments using your Business Debit Card.

**13.10 Information about compensation arrangements:**

Eligible deposits with us are protected up to a specified limit per customer by the Financial Services Compensation Scheme (the "FSCS"), the UK's deposit guarantee scheme. The FSCS pays compensation to eligible depositors if a bank is unable to meet its financial obligations. Further information about compensation and eligibility can be found on the FSCS website at: [fscs.org.uk](http://fscs.org.uk).

**13.11 Complaints procedure**

We have internal procedures for handling complaints fairly and promptly. You can make a complaint in writing or by calling or visiting us. If we can resolve your complaint within three Working Days following the Working Day we receive your complaint, we will write to you to confirm that we consider this complaint to have been resolved and to inform you of how you can take further action should you be dissatisfied with our resolution. If we cannot resolve your complaint within this time, we will send you a written acknowledgement promptly. This written acknowledgement will

provide you with further details about how your complaint will be investigated. Our aim is to resolve such a complaint to your satisfaction as soon as possible and to send you our final response within eight weeks, unless your complaint relates to a payment transaction to which shorter time scales apply under applicable regulations.

If you have a complaint, please contact one of our Branches, call us on 0200 7578 8000 or write to our head office. You can find details of Branch telephone numbers, email and postal addresses on our website at: [handelsbanken.co.uk/findmybranch](http://handelsbanken.co.uk/findmybranch).

If you are not satisfied with the outcome of your complaint, you may be able to refer this, free of charge, to the Financial Ombudsman Service which is an independent expert in settling complaints between eligible complainants and financial services providers.

You can visit their website at: [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

### 13.12 **Right to cancel Accounts**

You can cancel the Agreement and close your Payment Account within 14 days of opening such Account, by writing to the Branch where your Payment Account has been opened or by such other method as we may agree. You do not have to give us any advance period of notice, or explain your reason for cancelling, and you will not have to pay any charges. If you do not cancel the Agreement for the Payment Account during the 14-day period, you can terminate the Agreement and close the Payment Account as explained in condition 13.1 and 13.2.

You cannot cancel the Agreement for a Fixed Term Deposit Account. During the term of a Fixed Term Deposit Account that has been agreed by us, if you close all other Account(s) and/or cancel the Agreement for all other products and services other than a Fixed Term Deposit, in each case, the Agreement will continue to apply to that Fixed Term Deposit Account until the Fixed Term Deposit has matured or been broken and paid to you in accordance with Part E of these Terms and Conditions.

We explain any right that you may have to cancel the Agreement for a Notice Deposit Account, and close such an Account, in condition 16.12.

### 13.13 **Set-off**

If you owe us any amount:

- under or in connection with the Agreement; or
- under or in connection with any other agreement or arrangement with us (for example, any arranged overdraft or unarranged overdraft, mortgage or loan facility),

we may use any credit balance (in any currency) you have in any Account (including any Account held by multiple Account holders, Notice Deposit Account, Fixed Term Deposit Account and/or a switched current Account) to reduce or repay the amount you owe us.

This right to reduce or repay amounts you owe us is called our right of "set-off". We may exercise our right of set-off in relation to a Fixed Term Deposit Account at or before the maturity date of the Fixed Term Deposit. We may exercise our right of set-off in relation to a Notice Deposit Account at any time, irrespective of any applicable minimum notice period.

We may also: (i) exercise our right of set-off against any amount you owe any other company in our group; and (ii) set-off any amounts that any other companies in our group owe you against any amounts you owe us, unless we are prevented from doing so by any applicable law or regulation.

We may exercise our right of set-off at any time without prior notice to you. However, in the case of any amount to pay off or reduce an arranged overdraft, unless we have serious grounds for exercising this right immediately, we will normally give you at least 30 days' notice before we exercise our right of set-off. We will assess what could constitute 'serious grounds' at our discretion on a case-by-case basis but examples may include any of the exceptional circumstances listed in condition 13.2 and/or any of the actions or events listed in condition 13.8.

Where we use a credit balance in a different currency to reduce or repay any amount, we will convert the currency using our standard rate of exchange.

### 13.14 **Transfer of rights**

We may at any time transfer any of our rights under the Agreement to anyone. We may at any time transfer any of our duties under the Agreement to anyone we reasonably consider capable of performing those duties but will give you at least 30 days' notice of our transfer of any duties (and in the case of a transfer of our duties to repay any balance on a Notice Deposit Account we will allow you to withdraw the money on the Account on request before the end of that notice period). After any such transfer, references to us in the Agreement will then be read as references to the person to whom we have transferred the relevant right or duty. We may also arrange at any time for any person to carry out

rights or duties under the Agreement. You may not transfer your rights or duties under the Agreement to anyone, except where the transfer takes place by law.

#### 13.15 Other rights

Nothing in the arrangements between you and us shall be treated as constituting an implied agreement restricting or negating any lien, charge, pledge, or right of set-off or any other right we may have existing or implied by law. Nothing in the Agreement will affect your statutory rights.

#### 13.16 Waivers etc

Any waiver, concession or extra time we may allow you is limited to the specific circumstances in which it is given. It does not affect our rights under the Agreement and we may still insist on them later.

#### 13.17 Governing law

If (i) you are a limited company, LLP or other entity that is incorporated in Scotland; (ii) you are a partnership, trust or other unincorporated organisation or body that is established in Scotland; or (iii) you are a sole trader with a principal business trading address that is in Scotland:

- the Agreement and your dealings with us leading up to you entering the Agreement with us are governed by Scots law; and
- you and we submit to the non-exclusive jurisdiction of the courts of Scotland in relation to any dispute arising under or in connection with the Agreement.

If (i) you are a limited company, LLP or other entity that is incorporated in England, Wales or any other jurisdiction outside Scotland; (ii) you are a partnership, trust or other unincorporated organisation or body that is established in England, Wales or any other jurisdiction outside Scotland; or (iii) you are a sole trader with a principal business trading address that is in England, Wales or any other jurisdiction outside Scotland:

- the Agreement and your dealings with us leading up to you entering the Agreement with us are governed by English law; and
- you and we submit to the non-exclusive jurisdiction of the courts of England and Wales in relation to any dispute arising under or in connection with the Agreement.

#### 13.18 Language

The Agreement is in English and we will communicate with you in English. You must communicate with us in English.

#### 13.19 Confidentiality

You must treat our Confidential Information as confidential and, except as otherwise specified in the Agreement, you must not disclose or use our Confidential Information.

You must keep our Confidential Information safe and inform us as soon as you become aware of any of our Confidential Information being stolen, compromised or disclosed in any way.

You must not disclose our Confidential Information to anybody other than your professional advisers, your employees and any other persons we have approved in writing, provided in each case that such disclosure is made subject to obligations of confidentiality upon the receiving party which are no less onerous than those set out in the Agreement.

Nothing in the Agreement prevents you from disclosing any information which:

- is public knowledge;
- you are required to disclose in order to comply with a legal duty to supply information or the rules of any recognised investment exchange;
- was independently developed by you without breaching any obligation owed to us; or
- is received by you from a third party without breaching any obligation owed to us.

The confidentiality obligations in this condition 13.19 supersede and replace any agreement relating to confidentiality which we may have entered into with you prior to opening your Account.

## 14. Digital Services

### 14.1 Digital or electronic signatures

Subject to any restrictions under applicable laws and regulations, any agreement or transactions entered into between you and us using digital or electronic signatures shall be binding as if they were entered into in writing.

### 14.2 Records

We may keep records of any electronic messages (including webchat sessions, when we offer the ability to communicate with us through a webchat), instructions or transactions, including the time they were made. Our records, unless shown to be wrong, will be evidence of your dealings with us in connection with any digital services we provide in relation to the Agreement (including Corporate Online Banking and the Corporate App). You will not

object to the admission of our records as evidence in any legal proceedings because such records are not originals, are not in writing or are documents produced by a computer.

### 14.3 Electronic advertising

Our products may be advertised on our website through which you access any digital services we provide in relation to the Agreement (including Corporate Online Banking and the Corporate App). If you have asked us previously or you ask us in the future not to send you any marketing material, you agree that this restriction will not apply to the electronic advertisements.

# Part C

## Additional Services

### 15. Additional Service Conditions

15.1 Each Additional Service we allow you to use from time to time in relation to your Accounts will be governed by the Additional Services Conditions applicable to it and the other conditions of the Agreement.

15.2 The following conditions in Parts D, E, F and G of these Terms and Conditions constitute Additional Service Conditions for the following Additional Services:

- Notice Deposit Accounts (in Part D);
- Fixed Term Deposit Accounts (in Part E);
- Business Debit Cards (in Part F); and
- Customer Connect (in Part G)

The Additional Service Conditions governing our other Additional Services will be provided to you as and when they are applicable to you.

## Part D

# Additional Service Conditions for Notice Deposit Accounts

## 16. Further terms for Notice Deposit Accounts

### 16.1 Scope and Definitions

The terms and conditions set out in this Part D apply to all Notice Deposit Accounts maintained by us for you. For the purposes solely of this condition 16:

- you are a “micro-enterprise” in relation to a Notice Deposit Account if, at the time you apply for that Notice Deposit Account, you employ fewer than 10 people, and have an annual turnover and/or annual balance sheet that does not exceed 2 million euros (or its equivalent); and
- you are a “charity” in relation to a Notice Deposit Account if, at the time you apply for that Notice Deposit Account, you are a charity that has an annual income of less than £1 million, and you are (i) a charity in England and Wales that is defined by Section 1(1) of the Charities Act 2011; or (ii) a charity in Scotland that is defined by Section 106 of the Charities and Trustee Investment (Scotland) Act 2005.

### 16.2 Account Opening Balance

The minimum Account balance which is required to open a Notice Deposit Account (if any) is as set out in the key product information.

### 16.3 Withdrawals from a Notice Deposit Account

Withdrawals from a Notice Deposit Account may only be made if you have given the minimum notice set out in the key product information. An instruction to withdraw money from a Notice Deposit Account can only be given by writing to us (on a document bearing your original signature, unless we agree otherwise) at the Branch where the Notice Deposit Account is held, or, if the money is to be transferred to another Account you hold with us, by calling the Branch where the Account is held (and we may ask you to confirm this instruction in writing). Unless we agree otherwise, any other method of giving us instructions described in the Agreement shall not apply to an instruction to withdraw money from a Notice Deposit Account. Once we receive your instruction to withdraw funds you cannot cancel it.

### 16.4 Non-Working Days

If the amount withdrawn is due to be paid on a day which is not a Working Day, then payment will not take place until the next Working Day.

### 16.5 Payment of Amounts Withdrawn

On the withdrawal date funds will be transferred to another Account you hold with us or to such other account as you nominate in the withdrawal instruction. The transfer of funds by CHAPS or SWIFT will incur a charge. The charge is set out in the Tariff of Charges.

### 16.6 Interest

We will work out interest on a daily basis on the amount of the cleared balance on a Notice Deposit Account at the end of each day (unless the interest rate applicable to the balance on a Notice Deposit Account is negative, in which case we may instead work out interest on an appropriate alternative basis). Details of the current rate applicable to a Notice Deposit Account are available from the Branch where the Account is held. We round each day's interest up or down to the nearest penny. If the interest earned after rounding is at least one penny, the interest will be payable to you. If the interest rate is negative, and the interest payable after rounding is at least one penny, the interest will be deducted from the Notice Deposit Account. Interest will be paid (or, in the case of a negative interest rate, deducted) at the frequency set out in the key product information and will be capitalised to (or deducted from) a Notice Deposit Account or (where interest is paid), at your request, transferred to another Account maintained with us in your name. Interest will continue to apply on the withdrawal amount during the notice period.

### 16.7 Standing Orders and Direct Debits

You may not withdraw amounts from a Notice Deposit Account by standing order or Direct Debit, and you may not make day-to-day payments from a Notice Deposit Account. You may make payments into a Notice Deposit Account by standing order or Direct Debit.

**16.8 Insufficient Funds**

You cannot withdraw more money from a Notice Deposit Account than is in that Notice Deposit Account on the day of the withdrawal.

**16.9 Statements**

We will provide statements on an annual basis in respect of a Notice Deposit Account, unless we agree to provide statements on a different frequency.

**16.10 Changes or Additions to a Notice Deposit Account****16.10.1 Change of interest rate**

If we change the interest rate applicable to a Notice Deposit Account and the change is unfavourable to you, we will give you at least 35 days' notice of such change, or such longer period as law or regulation requires us to provide. Otherwise, the change will take effect immediately and we will inform you within 30 days of the change.

**16.10.2 Changes to our charges**

If we increase the amount of a day-to-day charge or add a new charge that applies to a Notice Deposit Account, unless any of the reasons described in condition 13.5.2 apply (allowing us to give less or no notice), we will inform you of the change at least 30 days before it takes effect (or such longer period as we may be required by law or regulation to provide).

**Consumers, micro-enterprises and charities**

If you are a consumer, a micro-enterprise or a charity, and if you do not accept any such increase or addition, you have the right within 30 days of the date we told you about the increase or addition to close a Notice Deposit Account immediately without charge, by writing to us. This does not apply where we increase or add a charge for an ancillary service.

If you are not a consumer, a micro-enterprise or a charity, the right to close a Notice Deposit Account as described above in this condition 16.10.2 does not apply to you.

**16.10.3 Other changes or additions to a Notice Deposit Account that are unfavourable to you**

This condition 16.10.3 does not apply to any change of interest rate on a Notice Deposit Account (as described in condition 16.10.1) or any change to our charges on a Notice Deposit Account (as described in condition 16.10.2). If we make any other change or addition to the Agreement for a Notice Deposit Account that is not favourable to you, unless any of the reasons described in condition 13.5.2 apply (allowing us to give less or no notice), we will inform you of any such change or addition at least 30 days before it takes effect (or such longer period as we may be required by law or regulation to provide).

**Consumers, micro-enterprises and charities**

If you are a consumer, a micro-enterprise or a charity, and if you do not accept any such change or addition, you have the right within 60 days of the date we told you about the change or addition to close a Notice Deposit Account immediately without charge, by writing to us.

If you are not a consumer, a micro-enterprise or a charity, the right to close a Notice Deposit Account as described above in this condition 16.10.3 does not apply to you.

**16.10.4 Other changes or additions to a Notice Deposit Account that are favourable to you**

We may make a change (other than a change to the interest rate, which is explained in condition 16.10.1) or an addition to a Notice Deposit Account that is favourable to you with immediate effect, or when we inform you that it will take effect. This includes the reduction in a charge or the removal of a charge. If we do not inform you of such a change or addition before we make it, we will tell you about it within 30 days of it taking effect. You cannot reject a change or addition described in this condition 16.10.4 that is favourable to you.

**16.11 Closing a Notice Deposit Account and ending the Agreement in relation to a Notice Deposit Account****16.11.1 Closing a Notice Deposit Account**

You can close a Notice Deposit Account by giving us the same period of notice as you would have to give us for a withdrawal unless we agree something different with you.

If we, at any time, decide to close a Notice Deposit Account, we will give you at least 35 days' notice unless (i) the period of notice that you have to give us for a withdrawal from that Notice Deposit Account is less than 35 days, in which case, we will give you at least the same period of notice as you would have to give us for a withdrawal from that Notice Deposit Account; or (ii) there are exceptional circumstances (as explained in condition 13.2), in which case, we may close that Notice Deposit Account immediately or on shorter notice.

**16.11.2 Ending the Agreement in relation to a Notice Deposit Account**

You can end the Agreement in relation to a Notice Deposit Account by giving us notice in writing, and by giving the same period of notice you need to give to close that Notice Deposit Account as set out in condition 16.11.1 above. The relevant provisions of the Agreement will continue to apply until (i) that Notice Deposit Account is closed; and (ii) any amounts you owe on that Notice Deposit Account, including any interest and charges you have incurred, have been paid in full.

We can end the Agreement in relation to a Notice Deposit Account by giving you notice, and by following the relevant period to close that Notice Deposit Account as set out in condition 16.11.1 above. The relevant provisions of the Agreement will continue to apply until (i) that Notice Deposit Account is closed; and (ii) any amounts you owe on that Notice Deposit Account, including any interest and charges you have incurred, have been paid in full.

Whether you or we end the Agreement in relation to a Notice Deposit Account, the Agreement will remain in effect in relation to any Accounts that are not Notice Deposit Accounts (and any corresponding Services, including Additional Services).

**16.12 Right to cancel a Notice Deposit Account**

If you are a consumer, a micro-enterprise or a charity, you can cancel the Agreement for a Notice Deposit Account and close it within 14 days of opening such an Account or the date that you received the Terms and Conditions, if that is later. You can do this by writing to the Branch where that Notice Deposit Account has been opened or by such other method as we might agree. You do not have to give us any advance period of notice, or explain your reason for cancelling, and you will not have to pay any charges. If you do not cancel the Agreement for a Notice Deposit Account during the 14-day period, you can close that Notice Deposit Account, and end the Agreement in relation to this Account, as explained above in condition 16.11.

If you are not a consumer, a micro-enterprise or a charity, the right to cancel the Agreement for a Notice Deposit Account and close it, as described above in this condition 16.12, does not apply to you.

## Part E

# Additional Service Conditions for Fixed Term Deposit Accounts

## 17. Further terms for Fixed Term Deposit Accounts

### 17.1 Deposit features

The term and interest rate for a Fixed Term Deposit Account are agreed by us before a Fixed Term Deposit is made, and this term and interest rate will not be varied. We are under no obligation to accept a request to make a Fixed Term Deposit.

### 17.2 Eligibility

You will need to hold a Payment Account with us that is denominated in the same currency as a Fixed Term Deposit Account. When you apply to make a Fixed Term Deposit, you must ensure that the available funds of the corresponding Payment Account are at least the same as the amount of the Deposit that you want to make.

### 17.3 Applications and agreements for Fixed Term Deposit Accounts

Fixed Term Deposits may be requested by telephone call (on a number that we provide to you) on a Working Day during working hours. All or some telephone conversations may be recorded. If we agree to accept a Fixed Term Deposit, you agree that we may deduct the full amount of the Deposit from the corresponding Payment Account. The date that a Fixed Term Deposit starts will usually be the same Working Day that funds are deducted from your Payment Account. If the funds are deducted after the time on a Working Day that we stop processing applications for Fixed Term Deposits, the date that the Deposit starts will be the next Working Day.

### 17.4 Interest

Interest on a Fixed Term Deposit Account accrues from day to day, and is calculated on the basis of the actual number of days elapsed within a year of 365 days for sterling Fixed Term Deposits and 360 days for foreign currency Fixed Term Deposits (unless we agree a different basis for calculating interest with you). Interest will start to accrue on the day that a Fixed Term Deposit is made, but it will not accrue on or after the day that the Deposit matures. Interest is not payable during the term of a Fixed Term Deposit, and will only be paid on the maturity date of the Deposit, or the date that the Deposit is broken. A negative interest rate may apply to a Fixed Term Deposit Account.

### 17.5 Confirmation

After we agree to accept a Fixed Term Deposit, we will confirm this to you. This confirmation will include details of the interest rate, the date that the Deposit is made, the maturity date and the amount of the Deposit. This confirmation will form part of the Agreement for the Fixed Term Deposit Account. In the case of any dispute or disagreement relating to the terms of a Fixed Term Deposit Account, you agree that our records will be conclusive, in the absence of manifest error.

We will not send you an Account statement for a Fixed Term Deposit Account during the term of a Fixed Term Deposit or after the Deposit matures

### 17.6 Maturity and renewals

When a Fixed Term Deposit denominated in sterling matures, we will pay the Deposit and any accrued interest into your Payment Account. We will deduct the interest from the Fixed Term Deposit if a negative interest rate applies. If such a Fixed Term Deposit matures on a non-Working Day, the next Working Day will be treated as the maturity date of the Deposit.

If a Fixed Term Deposit is denominated in a foreign currency other than euros, the maturity date will need to be a working day in the country of that foreign currency. If such a Fixed Term Deposit matures on a day that is not a working day in the country of that foreign currency, the next working day in that country will be treated as the maturity date of the Deposit. We will pay the Deposit and any accrued interest into your Payment Account on the maturity date. We will deduct the interest from the Fixed Term Deposit if a negative interest rate applies. For the purposes of this paragraph, a "working day" means a day (other than a Saturday or Sunday) on which banks are open for general business in the main financial centre of the country of that foreign currency.

If a Fixed Term Deposit is denominated in euros, the maturity date will need to be a day that the real time gross settlement system operated by the Eurosystem (or any system that replaces this) is open for payments in euros (the "RTGS System"). If such a Fixed Term Deposit matures on a day that the RTGS System is not open for payments in euros, the next day that the RTGS System is open for payments in euros will be treated as the maturity date. We will pay the Deposit and any accrued interest into your Payment Account on the maturity date. We will deduct the interest from the Fixed Term Deposit if a negative interest rate applies.

You may request that a matured Fixed Term Deposit (including or excluding any accrued interest) is renewed. If we agree to renew a matured Fixed Term Deposit, this will constitute a new Deposit, and you agree that we may take funds from the maturing Fixed Term Deposit in order for you to make the new Fixed Term Deposit. We will not automatically renew a Fixed Term Deposit when it matures.

If we are unable to pay a Fixed Term Deposit and accrued interest to your Payment Account upon maturity because that Account has been closed, has been blocked, or is otherwise unavailable, subject to any applicable laws and regulations, we will either (i) make the payment into an account that you hold at another financial institution (if you provide us with the required details of such an account); or (ii) open a new current account for you and make the payment into this account (which will be non-interest bearing). When we exercise our right under (i) or (ii) above, if there is any delay between the date that a Fixed Term Deposit matures, and the date that the Deposit and any accrued interest are paid to you, this will not extend the term of the Deposit, and the Deposit will cease to accrue any interest.

#### 17.7 **Restrictions, withdrawals and breakage**

You will not be able to add any amounts to, or withdraw all or part of, a Fixed Term Deposit once it has been agreed and made.

We may agree to break a Fixed Term Deposit at your request, and this is at our sole and absolute discretion. We may break a Fixed Term Deposit before its maturity date for any of the exceptional circumstances stated at condition 13.2 of these Terms and Conditions.

If a Fixed Term Deposit is broken, subject to any applicable laws and regulations, we will pay you the full amount of the Deposit plus any credit interest accrued up to (but not including) the day that the Deposit is broken (or, if a negative interest rate applies, minus any interest accrued up to (but not including) the day that the Deposit is broken).

Whenever a Fixed Term Deposit is broken (at your request, or by us), we may impose a charge for this (the “**Break Charge**”). You agree that we may deduct the Break Charge from a Fixed Term Deposit that is broken, or failing that, you agree that, within 5 days of demand by us, you shall pay the Break Charge to us. The Break Charge shall constitute (without any double counting) the amount of all costs, losses, liabilities and expenses (including, but not limited to, any direct, indirect or consequential loss and any loss of profit) suffered or incurred by us arising out of or in connection with all or a part of a Fixed Term Deposit being broken before its maturity date. This shall include, but shall not be limited to, any costs, liabilities, expenses or losses incurred as a result of us (i) replacing the Deposit (and you agree that the duration of any such replacement may not correspond to the original or the remaining duration of the Deposit) and/or (ii) funding or notionally funding (from whatever source we may select) the amount of the Deposit (averaged, as we deem appropriate). You agree that the Break Charge shall be payable by you notwithstanding that (a) we agreed to break the Fixed Term Deposit before its maturity date or (b) we exercised our rights to break the Deposit under condition 13.2 of these Terms and Conditions. You also agree that any determination of the Break Charge by us is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

#### 17.8 **Currency conversion**

We will use our standard exchange rate if we need to convert a currency to make any payment relating to or in connection with a Fixed Term Deposit Account.

# Part F

## Additional Service Conditions for the Business Debit Card

### 18. Definitions and inconsistency

- 18.1 A “**Business Debit Card**” means a business debit card issued to you for use in relation to your relevant Account, including a digital version of a debit card (when this functionality is available), which means debit card details stored electronically on a device.
- 18.2 If any term of this Part F is inconsistent or conflicts with any term in any other part of the Agreement, the term in Part F shall prevail.

### 19. Issuing the Business Debit Card and responsibility for transactions

- 19.1 **Authority to issue the Business Debit Card:** We will issue a Business Debit Card and Card PIN to you to give to an authorised user if an authorised signatory on your Account asks us to, provided the authorised user is UK resident. The authorised user is the person whose name appears on the Business Debit Card. If we ask you to you will provide us with any details about the authorised user that we may reasonably request and you will ensure that the authorised user consents to this disclosure. We may refuse to issue a Business Debit Card to any person under 18 years old or where we have reasonable grounds to do so.

#### 19.2 Cancelling a Business Debit Card

If you want to cancel a Business Debit Card, please contact the Branch where your Account is held. You will be responsible for destroying or returning any Business Debit Cards issued to authorised users which you ask us to cancel.

#### 19.3 Responsibility for use of the Business Debit Card

You are responsible for all use of your Account by each authorised user, including:

- all payment transactions by authorised users on the Account using their Business Debit Card or Business Debit Card details;
- if they cause you to break the Agreement which applies to the Account (including causing the Account balance to exceed any agreed overdraft limit); and
- where payment transactions are added to the Account after you cancel a Business Debit Card provided that the payment transaction took place prior to us receiving the notification to cancel the Business Debit Card. You must ensure each authorised user is aware of and keeps to all conditions relating to the use and safety of Business Debit Cards (including in particular, conditions 20, 21 and 22).

### 20. Using the Business Debit Card

#### 20.1 Signing and using the Business Debit Card

You must ensure that the authorised user signs the Business Debit Card when you give it to them. The Business Debit Card, Business Debit Card details and the Card PIN may only be used by the authorised user.

#### 20.2 Duration of use

The Business Debit Card can only be used during the period for which it is valid and must not be used after you or the authorised user receive notice from us that it has been cancelled or withdrawn.

If you request a current Account switch pursuant to condition 13.4, your Business Debit Card will be cancelled on the switch date.

#### 20.3 Property in the Business Debit Card

The Business Debit Card remains our property and if asked you, or the authorised user, must return it to us immediately ensuring that it is cut in half vertically through the signature strip, magnetic strip and chip. We, or anyone acting for us, may keep the Business Debit Card at any time.

## 21. Transactions

### 21.1 How to use the Business Debit Card

Where the authorised user is using the Business Debit Card to make a purchase they will need to sign a voucher, enter their Card PIN, or wave or swipe the Business Debit Card over a contactless reader, unless they are making a telephone, mail order or online purchase, where they may only need to give the Business Debit Card number, or the Business Debit Card number together with additional security details. When we offer the ability to use a digital version of a Business Debit Card, you will also be able to make a purchase by following the applicable procedures (such as fingerprint ID or face ID) to make a payment. To withdraw cash from a cash dispensing machine (an ATM) or over the counter at a Post Office (if this service is offered), the authorised user will need to enter their Card PIN. On the first occasion we issue any Business Debit Card to you, we may provide you with information on how to use contactless payment functionality, which may include information about any contactless limit. Without prejudice to condition 19.3, you will be responsible for ensuring that authorised users use this functionality in accordance with the information we provide you. We will not be liable to you for any Losses you may suffer if any third party refuses to accept a Business Debit Card for any reason, or if you (or an authorised user) cannot use your Business Debit Card to withdraw cash.

### 21.2 Cancellation of transactions

Other than where the instruction relates to a series of payments (a recurring transaction), once the authorised user has given their consent to a payment transaction we cannot cancel the payment transaction (although a retailer may agree to this if the authorised user asks them to).

For cancellation of recurring transactions see condition 24.

### 21.3 Charges

Where an authorised user uses a Business Debit Card or Business Debit Card details to carry out a payment transaction or any other type of transaction (including making cash withdrawals or obtaining cash or making a purchase or carrying out a telephone or online transaction) we may make a charge for each such individual transaction (regardless of where the transaction is carried out). The amount of each charge is set out either in our Tariff of Charges or a Business Debit Card charges schedule. We may change the amount of any such charge in respect of all or any transactions (or introduce a new charge) in relation to a Business Debit Card from time to time. Any change in the amount of such charge or the introduction of a new charge will be made or carried out in accordance with condition 8.7. If a Business Debit Card is used to make a payment or to withdraw cash, a third party (such as an ATM provider) may charge you for this, and the charge may be debited from your Account.

### 21.4 Foreign currency transactions

Unless you ask the cash machine provider or the card terminal provider to make the currency conversion to sterling (in which case they will determine the exchange rate), all payment transactions in a foreign currency made using the Business Debit Card or Business Debit Card details will be converted into sterling using the applicable exchange rate determined by the Payment Card Scheme whose logo appears on your Business Debit Card, and we will deduct the amount and related charges from your Account. The amount debited will be made up of the sterling equivalent of the amount of the payment transaction and an Overseas Card Transaction charge of 2.75% of the value of the transaction (based on the sterling equivalent). The transaction charge referred to in condition 21.3 will also be separately payable in respect of such transaction. The conversion will be done on the date which the Payment Card Scheme processes the transaction. This means that the Payment Card Scheme exchange rate used may not be the same as the rate when the payment transaction was made due to changes in rates. Details of where to find the exchange rates used for foreign currency transactions using your Business Debit Card will be available on our website at: [handelsbanken.co.uk/outsidetheuk](https://handelsbanken.co.uk/outsidetheuk) and will appear in your statements or be available by contacting any Branch. The exchange rate that appears on your statement may have been adjusted to take into account the Overseas Card Transaction charge. For cash withdrawals or purchases you make using the Business Debit Card within the EEA or UK (in euro or the currency of a country in the EEA), you will be able to find details of the total currency conversion charges as a percentage mark-up over the latest available euro foreign exchange reference rates issued by the European Central Bank on our website at: [handelsbanken.co.uk/currencycalculator](https://handelsbanken.co.uk/currencycalculator).

This will help you compare the currency conversion costs of different providers.

Sometimes, the cash machine provider or the card terminal provider can convert the currency into sterling rather than the Payment Card Scheme. This may happen if you or an authorised user are overseas and choose to withdraw cash or make a payment in sterling using a Business Debit Card. The cash machine provider or the card terminal provider will decide the exchange rate and may also charge you a fee for making the currency conversion for the cash withdrawal or the payment. The amount debited from the Account will be the total amount of the transaction, which includes the amount of the cash withdrawal (or the amount of the payment) using the relevant exchange rate, and any other fee charged by the cash machine provider or the card terminal provider. If you do not want the cash machine provider or the card terminal provider to make the currency conversion, you or an authorised user should withdraw cash or make the payment in the local currency.

The exchange rate used by the Payment Card Scheme, the cash machine provider or the card terminal provider to convert the amount withdrawn or the amount of the payment into sterling may not be the same as the exchange rate at the time when the cash was withdrawn or the payment was made. This could be due to changes in exchange rates if the cash withdrawal or the payment is processed by the Payment Card Scheme, the cash machine provider or the card terminal provider at a different time to when the cash was withdrawn or the payment was made.

#### 21.5 **Spending limits**

From time to time we set limits on the amount of cash an authorised user can withdraw. Such limits apply regardless of whether cash is withdrawn from one or a combination of ATMs and Post Office (if this service is offered). We may change these limits in accordance with conditions 4.3 and 13.5 of Part B - Your Account. We will tell you and / or the authorised user about other spending limits that apply to the use of the Business Debit Card.

#### 21.6 **Prohibited transactions**

The authorised user must not use the Business Debit Card for any illegal transaction or purpose.

#### 21.7 **Refusing to carry out a payment transaction**

We may refuse to carry out a payment transaction using the Business Debit Card for any of the reasons set out in condition 4.8 of Part B - Your Account where the payment transaction or instruction is initiated through the use of a Business Debit Card or Business Debit Card details. If we refuse a transaction or refuse to allow you to make a payment into your Account then we will do our best to inform you, with our reasons, as soon as possible, or we will tell you if you call us, unless it is against any law or regulation to do so or we reasonably believe that it would compromise the security of the Account.

#### 21.8 **Exceeding your overdraft limit**

If we authorise a payment transaction that causes the Account balance to exceed your agreed overdraft limit or which causes you to go overdrawn, we will treat the Account balance or overdrawn amount as an unarranged overdraft in accordance with the Agreement. In deciding whether a transaction will cause the Account balance to exceed your agreed overdraft limit or will cause you to go overdrawn, we may take account of payment transactions that we have already authorised or you have instructed us to make on your Account.

## 22. **Business Debit Card security**

#### 22.1 **Keeping the Business Debit Card Safe:** You must ensure that each authorised user does the following:

- keeps their Business Debit Card secure at all times and does not allow any other person to use it or the Business Debit Card number;
- promptly destroys the Card PIN advice slip after receipt;
- never writes down the Card PIN or other Security Information in any way which could be understood by someone else;
- does not disclose their Card PIN for any transactions made using the post, telephone or internet;
- keeps Business Debit Card receipts and other information relating to the Business Debit Card safe (including shredding paper information when it is no longer required);
- takes all reasonable care and precaution in the custody of the Business Debit Card to ensure that it is not lost, stolen or mislaid;
- deletes the digital version of a Business Debit Card stored on their device (when this is available) before disposing of the device; and
- complies with all reasonable instructions we give from time to time regarding the security of the Business Debit Card (including the digital version of a Business Debit Card, when this is available), the Card PIN and other Security Information.

#### 22.2 **Loss, theft or misuse of the Business Debit Card, Business Debit Card details or Card PIN**

If (i) any Business Debit Card is lost or stolen, (ii) any device on which your Business Debit Card details are stored is lost or stolen, or (iii) you suspect that your Business Debit Card, any device on which your Business Debit Card details are stored, a Card PIN or Business Debit Card number may be misused by any person, then you or an authorised user must contact us immediately, using the details set out in condition 29. If you or the authorised user later find the Business Debit Card it must be cut in two across the magnetic strip and across the chip (unless we specifically ask you not to destroy it) and returned to us. You and the authorised user must give us any information we reasonably ask for in connection with the loss, theft or misuse of a Business Debit Card, a device on which your Business Debit Card details are stored, Card PIN, Business Debit Card number or other Security Information. We may pass on any related information to the police or other authorities (including, for example, fraud prevention agencies) and in order for us to meet our obligations as a member of a Payment Card Scheme.

### 22.3 **Disabling use of the Business Debit Card**

We will be entitled to take such steps as are reasonably necessary to restrict any use of any Business Debit Card (including cancelling the Business Debit Card and disabling its use) if:

- we have reasonable concerns relating to the security of the Business Debit Card; Business Debit Card details, Card PIN or other Security Information;
- we have reasonable grounds to suspect that the Business Debit Card has been or might be used fraudulently or without authorisation; or
- we have reasonable grounds to believe that there is a significantly increased risk that you may be unable to pay any overdraft arising from its use.

If we intend to stop, suspend or restrict the use of any Business Debit Card, we will inform you in writing or by telephone and we will tell you why we are doing this, unless we are prohibited by law or regulation or for security reasons. We will attempt to tell you before we do so but if it is not possible, we will inform you after we do so. If we stop, suspend or restrict the use of any Business Debit Card, the Business Debit Card must not be used, and we may withhold it if you or any authorised user try to use it, for example, at an ATM. We will give you or the authorised user a new Business Debit Card or restore the use of the Business Debit Card as soon as possible after the reason for the suspension has ceased to exist.

### 22.4 **Liability for Unauthorised Transactions**

Unless you are a Large Business Customer, you will have to pay us a maximum of £35 per instance of loss or theft of Unauthorised Transactions on your Account made with a particular Business Debit Card (or Business Debit Card details) unless we can prove that you, or an authorised user, acted fraudulently or with intent or with gross negligence failed to comply with the security obligations set out in the Agreement (including your obligations under conditions 5.5 and 29). If we can prove this, you will be liable for all Unauthorised Transactions made before you or the authorised user give notice under condition 22.2.

### 22.5 **Large Business Customers**

If you are a Large Business Customer, Regulation 77 of the PSRs shall not apply, and until we receive notification under condition 22.2, you will have to pay for any payment transactions, including transactions which you think are unauthorised. After we have received notice under condition 22.2, you will not have to pay for any subsequent Unauthorised Transactions related to that loss, theft or misuse incident unless you or an authorised user has acted fraudulently or acted with intent or without reasonable care.

## 23. [Monitoring your use of the Business Debit Card](#)

Details of all payment transactions made using the Business Debit Card or Business Debit Card details will be included in the regular statement provided in accordance with the Agreement. You must tell us as soon as possible if your statement includes an entry that you think is wrong.

## 24. [Cancelling transactions and refunds](#)

### 24.1 **How to cancel a transaction**

We cannot cancel a purchase an authorised user has authorised, except where they have instructed us to make a payment on a future date. To cancel a future-dated purchase, you or the authorised user must tell us by contacting the Branch where your Account is held by 4:30 pm on the Working Day before the payment is due to be made. For a recurring transaction, this means that you will cancel all future transactions in the series. We recommend you or an authorised user contact the retailer if you intend to cancel a purchase, including where you or an authorised user have authorised the retailer to collect a series of payments from your Accounts.

### 24.2 **Recurring transactions**

For recurring transactions, you or the authorised user will also need to tell the retailer if you close the Account or if you choose to switch your Account pursuant to condition 13.4, the authorised user's Business Debit Card is cancelled or they change Business Debit Card or Account number, otherwise the retailer may not be able to collect the payments. If you do miss a payment for this reason, we will not be liable to you for any Losses you suffer as a result.

### 24.3 **Other refunds**

You will be entitled to a refund on a purchase where condition 5.8 of Part B - Your Account applies.

## 25. Variations of this Part F of these Terms and Conditions

### 25.1 **Changing the exchange rate**

The exchange rate used to convert foreign currency payments into or out of your Account relating to your Business Debit Card will be the exchange rate that we have told you about in condition 21.4. We may apply changes to the reference exchange rate immediately and without notice.

25.2 Any other changes to this Part F of these Terms and Conditions will be made in accordance with condition 13.5 of Part B - Your Account.

## 26. Ending use of the Business Debit Card

### 26.1 **Account closure**

If your Account is closed or if you request a current Account switch pursuant to condition 13.4 any Business Debit Card issued for use in connection with that Account will be withdrawn or disabled and in the case of a current Account switch, cancelled on the switch date.

### 26.2 **Your right to end use of Business Debit Cards**

Please see condition 19.2.

## Part G

# Additional Service Conditions for Customer Connect

### 27. Security procedures

27.1 We will not be able to provide you with assistance through Customer Connect until you (or any person authorised to give instructions in respect of your Account(s)) have passed certain identity checks as part of our security procedures and requirements (which may include use of your Security Information) that facilitate access to this service. We may change these security procedures and requirements at any time and we will tell you of any new procedures and requirements that apply to you as soon as possible. We may act on any requests/instructions received by us through Customer Connect if we have verified them in accordance with these security procedures and requirements, even if those requests/instructions were not actually given by you. Please note that we will never contact you to ask you to disclose any of your Security Information in full. Should you receive any such request (even if this purports to have come from us or from any other official) you must refuse to disclose any Security Information and report this to us immediately.

### 28. Availability of Customer Connect

28.1 Customer Connect is available to use in relation to certain Accounts. You can contact Customer Connect if you have any questions relating to your Account, including with (i) fraud concerns; (ii) lost or stolen Business Debit Cards; (iii) product queries (including queries in relation to Business Debit Cards); (iv) getting started with Corporate Online Banking or the Corporate App; and (v) other general queries. Further details of Customer Connect, including the times when certain assistance is available, can be obtained from Branches and are available on our website at: [handelsbanken.co.uk](http://handelsbanken.co.uk).

You will not be able to give us any payment instructions through Customer Connect.

### 28.2 Changes to the Services

We may at any time add to or restrict the range of Services offered through Customer Connect.

### 28.3 Periods of unavailability

Customer Connect may be unavailable from time to time without notice, for example due to network problems or systems maintenance. If Customer Connect becomes unavailable, we will try and inform you without undue delay via our website or other available medium. We will not be liable for any Losses which you may suffer as a result of this Service being unavailable.

### 29. Contact details

#### IMPORTANT NOTICE – LOSS OR MISUSE OF A BUSINESS DEBIT CARD, CHEQUE BOOK, SECURITY EQUIPMENT OR SECURITY INFORMATION

If (i) your Business Debit Card, cheque book, or Security Equipment is lost or stolen; (ii) you, or an authorised user, suspect that someone knows the Security Information or could try to access your Account using your Business Debit Card, cheque book, Security Equipment or Security Information; or (iii) you, or an authorised user, lose a device that is used to access any of our Services, or on which the Business Debit Card details are stored, or the device is stolen, you must immediately call Customer Connect on 0800 470 8000 (from outside the UK: +44 20 7578 8247) or contact the Branch where your Account is held during office hours (9am to 5pm – Monday to Friday) or +47 75 12 81 92 at any other time. You can find details of Branch addresses on our website at: [handelsbanken.co.uk/findmybranch](http://handelsbanken.co.uk/findmybranch).

If you have told us that any of your Business Debit Card, cheque book, Security Equipment or Security Information is lost, stolen, or could be used by someone else, you must not use it if it is later found.

[handelsbanken.co.uk](https://handelsbanken.co.uk)

**Handelsbanken**

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