

# Barclays Business Customer Agreement

Our terms and conditions for business customers

January 2025





### Thank you for banking with Barclays.

### Introducing our agreement, including who it applies to.

This booklet contains the Business Customer Agreement. This consists of the main terms and conditions for Barclays business accounts, overdrafts and savings.

This agreement is between Barclays Bank UK PLC (or another company we transfer it to) and you – the business in whose name we maintain the account. If you are not an incorporated business and your business consists of two or more persons, this agreement applies to each of you individually as well as together.

This agreement covers all our business banking accounts and services we tell you it applies to when you start using them.

Our agreement with you is made up of:

- this Business Customer Agreement
- the application form you have signed for the appointment of bankers
- any additional terms and conditions we give you when you take out an account or service, such as an arranged overdraft or savings account.

The additional terms take priority over the Business Customer Agreement if there is ever a conflict.

This booklet has two sections.

- Being with Barclays. This contains the terms and conditions that are central to how we work together. For example, they explain how we'll stay in touch.
- Banking terms. These are terms and conditions that are more specific to how your current or savings account works. For example, they include how you can make a payment out of your account.

Please ignore anything in this Business Customer Agreement that doesn't apply to your type of account or to the product or service you are using.

### How these terms apply to different types of customer

Microenterprise and Charity customers are given certain rights under the Payment Services Regulations 2017. We can agree different terms with Larger Corporate customers. We specify in the agreement where we apply different terms to Larger Corporate customers. If you become a Larger Corporate customer, then by continuing to use the account or service you agree to the terms that apply to Larger Corporates. If you become a Microenterprise or Charity, then the terms applying to those customers will apply to you. We need you to tell us if you become a Larger Corporate during the time you bank with us.

What is a Microenterprise? A business (or a group of businesses of which it forms part) whose annual turnover and/or balance sheet total does not exceed 2 million euros (or the equivalent in sterling) and employs fewer than 10 people.

What is a Charity? A UK charity whose annual income is less than  $\pounds 1$  million.

What is a Larger Corporate? Any business customer which isn't a Microenterprise or Charity.

#### What about charges?

The Barclays tariffs show charges for your business account and services. We'll give you a copy of the right tariff when you open your account. You can also find these at <u>barclays.co.uk/</u> <u>business-banking/accounts/rates-and-charges</u>

You can ask us for a copy at any time. If you're a Larger Corporate, we may charge for payment services that you request from us that aren't set out in the tariff, but we'l always tell you (orally or in writing) how much the charge will be before we provide the service to you. In doing so, we are opting out of the information requirements that would otherwise apply in the Payment Services Regulations 2017.

We won't always tell you when charges in the tariff change, so please make sure you have an up-to-date copy.

You can ask for a copy of the terms for your account at any time. Ask at any branch or ring us. They're also on our website at <u>barclays.co.uk/business-banking/manage/terms-andconditions</u>

#### Which country's courts and laws apply?

Unless we tell you differently, this agreement is governed by English law, which also applies to setting up our relationship. Any banking terms implied by law also apply to this agreement.

If you want to bring a claim against us in the courts, you can do so using the courts of England and Wales.

#### Other things about our agreement with you

Your account must be used solely for business purposes and not for any personal use.

This agreement is personal to you. You can't transfer, assign or charge your accounts or any of your rights or obligations under this agreement, except to companies in the Barclays Group. The Barclays Group means us, our parent company and any companies we or our parent company totally or partly own at any time.

If any part of this agreement is unenforceable, unlawful or void in any relevant jurisdiction, then that part will be separated from the rest of this agreement. The remainder of this agreement will continue to be valid and enforceable.

Nothing in this agreement creates a partnership between you and us. You should follow all the relevant rules, regulations and guidelines that apply to your business regarding your use of the accounts and services we provide to you.

You are responsible for managing your tax affairs. You should ensure you comply with all tax declarations and reporting obligations regarding your account. If you are paying us interest or fees, you may be required by law to deduct tax from the amounts payable to us. This would mean that you would need to deduct tax from the payment before paying us. Where this is the case, you must 'gross up' the payment so that the net amount we receive is equal to the full amount we would have received had your payments not been subject to a tax deduction. For example, if the interest payment due is £100 but withholding tax of 20% applies, you must pay a total of £125 from which you should deduct withholding tax of £25. We therefore receive £100 after deduction of tax. You are responsible for paying the tax to the tax authorities.

#### If you are, become or intend to become a RFI

If you are or you become a Relevant Financial Institution (RFI) during the life of this agreement, then despite any other term of this agreement, certain restrictions will apply to the way we operate your account. A RFI means a financial institution that meets the definition of a RFI within Article 2 of the Financial Services and Markets Act 2000 (Excluded Activities and Prohibitions) Order 2014.

You must notify us as soon as reasonably practicable if you are, become or intend to become a RFI. If we become aware that you have become a RFI, we'll designate and treat you as a RFI for the purposes of this agreement. We'll also let you know as soon as possible, but will not need to give you advance notice or seek your consent before we do so. If you are, become or intend to become a RFI:

- cheque books may not be available to you
- overdraft facilities may not be available to you. It is important therefore that you have enough money in your account to cover payments from it, as we may refuse payment instructions if there is not enough money in your account to cover the requested payment. We may ask you to hold an auto transfer facility between accounts you hold. There is a fee for this auto transfer facility service as detailed in the tariffs on our website. You must also ensure there is enough money in your account to cover charges due to be taken from it
- we do not have to carry out your instructions if we reasonably consider that we'll incur a prohibited exposure to you under ring-fencing legislation.

### **Being with Barclays**

This contains the terms and conditions that are central to how we work together. For example, they explain how we'll stay in touch.

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### **Our Banking Terms**

These are terms and conditions that are more specific to how your current or savings account works. For example, they include how you can make a payment out of your account.

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### **Being with Barclays** 1. Keeping in touch

#### How to contact us, and how we'll contact you. Information we need you to give us.

#### **Contacting us**

There are lots of ways to contact us – you'll find them in the box below. We may add new ways in the future. We'll let you know if our contact details change.

#### How to contact us

- Contact us through Online Banking
- Call us on 0345 605 2345 from the UK and +44 2476 842 091 from outside the UK (see Call monitoring and charges information).

If you send us an email, please don't assume we have received it unless you get an acknowledgement from us.

#### How to find us

You can find us at a range of locations. Find your nearest location by searching 'Barclays location finder' in your browser <u>barclays.co.uk/branch-finder/</u>

For more information on what you can do in different locations, visit <u>barclays.co.uk/our-locations-explained</u>

#### Worried about security?

You must tell us right away if you think an unauthorised person might have access to your account.

The numbers to use are:

- 0800 151 0155 24 hours
- +44 2476 842 091 from outside the UK. (See Call monitoring and charges information).

We can cancel your card or put a block on a service (such as Telephone Banking) to prevent anyone getting hold of your money.

You can also stop your card in the Barclays app, or in Online Banking under 'Manage Accounts'.

#### Information we need you to give us

If you have given us any contact details (even if you think we don't use some of them, such as a mobile phone number), you must let us know straight away if they change. Contact details include but are not limited to your:

- correspondence address
- email address
- landline phone number
- mobile phone number.

If we know that your contact details are out of date, we won't send you any information (except when the law requires us to do so).

We need you to tell us if you are a payment service provider. A payment service provider is a business that provides regulated payment services to its clients.

It's very important that you also keep us informed if there are any changes to your situation, personal or business details or any other important changes that are relevant to us including but not limited to:

- changes to your place of incorporation or where you do a material part of your business
- changes in ownership or management of your business (for example, changes to directors, partners or ultimate beneficial owners)
- changes to your business structure
- if you become a Larger Corporate at any time. For the definition of Larger Corporate, see page 2
- changes to the nature of your business
- if you become or intend to become a RFI (see definition on page 3)
- if you become or intend to become a payment service provider
- a change to your address as notified to HMRC from time to time for the purposes of tax reporting and administration
- a change to your registered address.

You also need to tell us if anyone else has a right to money in your account – for example, if you are operating a client account. You must only hold client money with us in a designated client account product.

We need to know about changes like these so that we can manage your banking, protect your account(s), and get in touch with you safely and quickly.

We need to contact you for various reasons. These include if we suspect fraud on your account(s), to give you information about your account(s) with us, and to tell you about any changes.

If you don't keep all your details up to date, this might affect your eligibility for your account(s), the products and services we can offer you and how they work, or there may be a delay in the provision of our services. It might also mean that you may not receive important information – or that it could fall into the wrong hands.

#### How we'll contact you

We communicate in English. In Wales, we have a bilingual policy – see <a href="https://www.bare.com">barclays.co.uk/welshlanguage</a>

There are different ways we can contact you. These could include:

- phone (mobile or landline), including SMS (texts)
- email
- post
- in person at one of our branches
- through Online Banking, the Barclays app or any other Electronic Banking Service that you have access to.

By Electronic Banking Service we mean any electronic system you have access to that enables you to make a payment or enables us to communicate with you.



If we use the most recent postal address you've given us and something is returned to us as undelivered, we'll stop using that address unless a law or regulation requires us to send you information by post.

You can tell us how you want us to contact you, such as by email or by post. If we can, we'll contact you using your preferred method, but we may not always be able to do this – for example, sometimes the law may require us to send you something by post or where we only offer documents or information digitally for a certain account or service.

If you haven't told us, we'll normally contact you by email, or via Online Banking or the Barclays app.

When we send you information through Online Banking or the Barclays app, we'll send you an email, SMS or other electronic message to remind you to open it. If we do this, we won't normally send documents by paper as well (unless we have to or you've asked us to).

When we tell you that we'll give you personal notice, we mean any notice sent to you by post (including in, or with, a statement) or electronically.

Once we've sent a message to you, we'll assume you've received it. So it's important to look out for our messages like emails and texts.

You should always check the information we give you, as we'll need you to tell us as soon as you can if something is wrong.

If we need to contact you about fraud or a security threat on your account, we'll use SMS, telephone, post or another secure method. We'll ask you to verify your identity.

### See the box on page 4 for what to do if you think you've been contacted by a fraudster.

If your account is operated by more than one person, we'll send information about the account to your chosen correspondence address.

#### Help us keep your information private

It's your responsibility to control who has access to the information we send you. When you choose how you would like us to contact you, you should choose a method that will be most secure for you. If you use a method that other people can access or read (such as a shared email address or shared mobile number), please be aware that these people will also be able to access the information we send you.

It's not our fault if a message doesn't get through to you or is received by the wrong person, unless those circumstances were reasonably within our control.

For more on this, please see 'You must look after your account access information' in section 2 of 'Being with Barclays'.

### Being with Barclays 2. Keeping your money safe

Your responsibility for keeping safe all the ways of accessing your money. What we can do to help.

### You must look after your account access information

You use payment tools to access your accounts and make payments. All these tools are personal to you.

Once you receive a payment tool, it's your responsibility to keep it safe.

If you think your account security might have been compromised, you must let us know as soon as you can. If we think any of your payment tools, such as cards or PINs, may have been compromised, we may send you a replacement to help keep your account secure.

You must not give your payment tools to anyone else. If someone takes money from your account because you have not kept your payment tools safe or secret when you should have done, you may lose all the money. There's more about this in the Banking terms (section 6 'lf someone takes an unauthorised payment from your account').

If you think someone has used or is able to use any of the ways of accessing your account, you must tell us as soon as you can. You'll find our contact details for doing this on page 4. You must give us any information we ask for about what has happened. We'll pass this to the police if we have to, or if we think it will be useful.

#### What is a 'payment tool'?

These are things you use to access your account and make payments that are personal to you. This is how we know we are dealing with you. They can include:

- a physical device, like a card
- a digital version of a card in other words, the equivalent of card details but stored electronically on a device such as a computer or mobile
- actions you have to take, which include using passwords, security keys, cards, biometrics, codes (such as Mobile PINsentry), fingerprints and personal identification numbers (PINs).

The payment tool itself can be a combination of these (such as your card together with entering a PIN).

We may introduce new or different tools in the future, and we may replace your payment tools (for example, your card) when they expire, or at any other time.

#### **Using Digital Wallets**

You may store payment tools we give you, such as debit cards, in a Digital Wallet. You should treat the actions or devices you use to make a payment using a Digital Wallet as payment tools, and look after them just as carefully. Whenever we refer to a card, it will normally cover digital cards, such as those stored in a Digital Wallet, too.

#### What is a Digital Wallet?

A Digital Wallet is a digital version of a wallet where you store an electronic version of your payment tools, such as your debit card details. It may be a wallet app on your phone or on a merchant's website.

#### Using third-party services

You can use authorised third-party payment initiation service providers, card-based payment-instrument issuers and account information service providers. But you mustn't share your Electronic Banking security details with them.

Account information services: These are services that allow you to see your accounts with different providers in one place.

Payment initiation services: These are services that allow a third party to ask us to make payments from your account on your behalf.

Card-based payment instrument issuers: These are services that allow a third party to check you have enough money in your account before making a payment.

Not all accounts may be accessible to these providers.

#### Things you must not do

- Don't choose a PIN or password that is easy for someone else to guess (such as 1234 or your date of birth).
- Don't give your payment tools to someone else or let someone else use them.
- Don't do anything that would let someone else use your payment tools. This includes writing them down in a way that someone else could understand. Don't keep the letter with your PIN in it. Don't let someone use a device like your phone that you keep your details on.
- Don't sell your mobile device or send it for repair without first deleting the cards stored on it in Digital Wallets.
- Don't use the same PIN for long periods of time.

### Staying secure in our Electronic Banking Services

When you use our Electronic Banking Services, we need you to:

- follow the instructions we give you. This includes instructions about using PINsentry or any other authentication method we give you
- make sure any device you use to access our Electronic Banking Services complies with the standards and requirements we tell you about
- carry out your own regular virus checks and security updates using antivirus software
- make your own contingency arrangements to cover system or operational failures or suspension
- tell us as soon as you can if you notice something wrong with our Electronic Banking Services. This includes anything that is stopping you using it properly, or if anything looks different.



We'll do all we can to make sure our Electronic Banking Services are as safe as they can be. This includes:

- keeping records of any online messages, instructions or transactions, including the time they took place. When we deal with you, we'll treat our records as final evidence of these, unless there's an obvious mistake
- telling you as soon as we can if we suspend any of our Electronic Banking Services. We can do this if we think we need to for security reasons.

#### If someone calls you

When we speak on the phone, we may need to identify you. We'll do this by asking for certain information (such as answers to questions) that only you should know. We may also ask for some (never all) of the digits of certain passcodes, passwords or PINsentry codes.

Nobody from Barclays will ever call to ask for a full PIN, password, passcode or a PINsentry-generated code. If anyone ever does this, hang up and call us again on one of our official phone numbers (see Contacting us) or on the number on the back of your card. Use a different phone line to ring us because fraudsters can keep the original phone line open.

We'll never call to ask you to transfer your money to an entirely new account.

#### Any software we give you

Beware of remote access software scams, like requests to click on links, visit website addresses or download software. These can be used to take over your machine and access your account(s).

Any software or devices we give you in connection with our Electronic Banking Services are licensed to you. (We'll tell you if there are exceptions.) This means you have permission to use them. But you don't own them or any of the intellectual property rights in them. These are owned by us or the person who licenses them to us. You must use them only in connection with this agreement. You must also only use them as described in any user guide or other information we give you. Don't change or copy any software we give you, and don't let anyone else do this.

If we give you any user guides, you need to keep them confidential. You must not let anyone copy, change or distribute any materials we give you. You also must not extract data from them or let anyone else do this. You'll need to pay our costs if we suffer any loss or liability from you breaching someone's intellectual property rights or copying/changing our software.

#### Stopping payment tools

We may stop or suspend the use of any of your payment tools:

- if we reasonably think it necessary to protect the security of the payment tool or account
- if we suspect or you tell us there may be unauthorised or fraudulent use of the tool
- if we believe there's a significantly increased risk that you will be unable to repay money you owe us. This could be, for example, if you go over the limit of your account, credit facilities or overdraft
- due to obligations on us under law.

If we find we need to do this, we'll explain why – unless that would break the law. We'll contact you using the details you have given us as soon as we can. Where we can, we'll contact you in advance.

If the reason for stopping or suspending the payment tool no longer applies, we'll unblock it or replace it.

We won't replace a card if it hasn't been used for a long time.

#### Using Electronic Banking Services outside the UK

Some countries don't allow you to send encrypted data over a public phone network, but some of the devices or software we give you may include encryption methods that break their rules. If you use Electronic Banking Services outside the UK, it will be at your own risk. You should check whether you are allowed to access it from the country you are in at the time. Please check this before using these services outside the UK. You'll need to repay us if we suffer any loss or liability if you break any foreign law under this section. We are not liable for any access to or use of Electronic Banking Services in a country where access to or

### Being with Barclays 3. Who can use your account

#### Who can give us instructions.

#### Who can give us instructions?

If you are a sole trader, you will have authority without restriction to give us instructions.

Otherwise, we'll accept instructions from people named in the mandate as authorised signatories. Unless you have required otherwise in the mandate, each authorised signatory has individual authority without any restriction to operate all your accounts. Therefore, each authorised signatory can, for example, give us payment instructions relating to your account and apply for new products or services including Electronic Banking Services (which may be without the knowledge of the other authorised signatories).

An authorised signatory must keep to this agreement as if they were you.

You will be responsible to us for all or any of the transactions carried out by authorised signatories (provided it's within the scope of the mandate). If an authorised signatory breaks this agreement or uses the accounts or services in a way that's against the law, you will be responsible for any resulting claims, losses, damages or costs to us.

If the account is held by more than one individual, and one individual dies, you must notify us of that person's death. The surviving account holders may continue to operate the account. Everything we've said about how we contact you and how you operate the account will still apply to the remaining account holder(s).

If we know there is a dispute between partners/directors/ members/authorised signatories, we have the right to insist on alternative instruction arrangements.



### **Being with Barclays** 4. Changes we can make to this agreement

#### The changes we can make to this agreement, and the notice we need to give you when we do. What you can do if you don't agree with changes.

We hope you have your account with us for a long time, which means this agreement could last a long time too. So we need to be able to make changes to the way we do things, such as charges, rates or terms of our agreement.

#### Changes we need to tell you about in advance

We may make changes to your agreement with us because:

- we're changing a service we already offer, or introducing a new service that requires a change to the terms of this agreement, such as introducing a new charge
- we're withdrawing a service or a type of account
- we need to move you from one type of account to another for a good reason – for example, if you're no longer eligible for an account or it's not suitable for you, or we're withdrawing the kind of account you have
- there are changes (or we reasonably expect changes) in technology, our systems, or the banking system that mean we need to change the way we do things
- a change in the law, regulation, an industry code we follow, or a decision of the court, a regulator or the Financial Ombudsman means we need to make changes
- changes in our costs, including changes we reasonably expect to happen, mean we need to change or bring in rates or charges
- we reasonably decide that our business needs to charge for our products or services in a different way – for example, because it's easier to understand or better reflects how customers use a service.

We can't predict everything that may affect our business, so there may be other reasons not listed above when we need to make a change.

### How much notice do we give of changes we need to tell you about in advance?

We have to give different amounts of notice depending on the type of change and the account or service you have.

- With current accounts or savings accounts (those that are not restricted access), if you're a Microenterprise or Charity customer, we'll give you at least two months' notice of changes we need to tell you about in advance. If you're a Larger Corporate customer, we'll give you at least 30 days' notice.
- It may be that you have a restricted access account. This
  is an account where you can't make day-to-day payments
  or that has other payment restrictions. We'll let you know
  in your additional conditions if your account is a restricted
  access account. Notice periods are different for these
  accounts:

- If you have a balance of £100 or more and we need to change a managed interest rate in a way that's unfavourable to you, we'll tell you at least 14 days in advance. If your balance is less than £100, we don't need to tell you personally before we make the change.
- For all other kinds of change requiring notice on a restricted access account, we'll give you at least 30 days' notice.
- We'll give you at least 30 days' notice for changes to your overdraft.
- As explained on page 2, if you're a Larger Corporate customer, we may charge for payment services that you request from us that aren't set out in the tariff. We'll always tell you (orally or in writing) how much the charge will be before we provide the service to you. However, we don't have to provide 30 days' notice of the charge before we can provide the service to you.

When we give you notice, we'll send it electronically or by post; sometimes we'll include it with your statements. When we give you a personal notice about a change we'll also tell you the date the change will take place. If you are a Larger Corporate, you agree that we can opt out of the information requirements that would otherwise apply in the Payment Services Regulations 2017 when providing notice. However, we will still provide you with notice electronically, by post or on your statement.

#### What if you don't want to accept the change?

If we give you advance notice as set out above and you don't want to accept a change, you're free to end this agreement and close the account or end the service without charge. You can do this as long as you tell us before the change happens.

If you close your account for this reason and if your account accrues interest, you will continue to earn interest until the date the account closes and we won't charge you any termination fees. Many of our accounts don't have these fees anyway. But you'll have to repay any money you have borrowed from us, plus any interest you owe, before the account is closed, otherwise we'll treat you as having accepted the change.

If we give you notice and we don't hear from you, we'll treat you as having accepted the change.

#### Changes to non-core banking products and services

It may be that we have offered you additional services and/or features as part of having a bank account with us which are not payment services and not part of our core banking products or services. In these circumstances, if we want to make changes to, or even withdraw, any of these services and/or features, we'll give you an amount of notice that we think is reasonable.



### Changes we may make without telling you in advance

We may make some kinds of changes without telling you in advance. These include:

- making a change in your favour
- reducing your charges or changing the way we charge in a way that's favourable to you
- · changing the terms to make them fairer to you
- introducing a new service or feature from which you can benefit
- changing or introducing a card (including by changing to a different card scheme, such as Visa or Mastercard), PIN, password, device or equivalent, that doesn't change anything else in this agreement
- making a change because a change in law, regulation or guidance says we have to by a certain date, and there's not time to give you notice
- · launching a new way of communicating with you
- making an automatic change to a tracker rate to reflect a change to the reference rate it's linked to. Your additional conditions will tell you if your account does this, and what day it will happen
- changing a managed or fixed rate, or a charge, in your favour – but we won't make an unfavourable change to a fixed or bonus interest rate for the period we've agreed to keep it fixed
- changing the exchange rates we set. These change at least daily and in many instances more often without notice. Note, though, that this doesn't mean we can change an exchange rate we've agreed with you for a specific transaction we've arranged in advance. We'll keep to exchange rates we've quoted you unless we told you at the time they could change. See section 4, 'International payments', for more information.

#### Changes to our branches

If we have to close or merge your Barclays branch, we'll give you at least 12 weeks' notice. This might involve us giving you new bank details. If there is a change to branch opening hours, we'll put up posters in branch explaining this four weeks in advance and we may personally notify you. We'll also give you notice of changes in opening hours. If we close or move a branch, we'll try to help you continue banking in a way that suits you.

#### Changes to sort codes or account numbers

If we have to change your sort code or account number, we'll tell you in advance. We'll confirm how this will affect payments sent to, or paid from, your old sort code or account number. If we can, we'll redirect the payment and give your new account details to the person or bank making the payment so they can use them in future.

#### Changes to interest rates

#### Fixed, tracker and managed interest rates

We'll tell you in the additional conditions the type of interest rate that applies to your product.

- A tracker rate is one that moves in line with changes to a reference interest rate.
- A fixed rate is one we won't change, at least for an agreed period.
- A managed rate is one we set and can change. If we
  don't tell you that you have a tracker or fixed rate, you
  will have a managed rate.

#### **Reference interest rates**

We use reference interest rates as a basis for working out tracker interest rates.

A reference interest rate is always set by another institution (like the Bank of England) and is available publicly. If you have a tracker rate on a savings account, we'll tell you which reference rate it tracks. We'll then tell you how the rate you get relates to the reference rate. (For example, the rate might always be 1% above the Bank of England Base Rate.)

If you have an overdraft on a variable rate that is regulated by the Consumer Credit Act 1974, we'll send you a personal notice at least annually of any increases to the reference interest rate.

You may have an account or service that tracks a reference interest rate and there's a change in the reference rate. Or we may make a change to another interest rate that's favourable to you. If we don't tell you about these changes in advance, you can find out the new rate via telephone banking or by asking in one of our branches – and we'll also put the new rate on our website within three working days of the rate changing. We often also advertise it in the press. If so, we can decide which publications to use, and whether we'll use their online or paper versions.

### Being with Barclays 5. Closing an account or service, or leaving Barclays

When and how you can close your account or service, and when we can do this.

### When you can close an account or stop a service

When you apply, we'll tell you if your account or service is one you have to keep for a fixed period of time. Otherwise, your account will stay open – and this agreement will be in force – until either you or we end it.

You can close your account or stop a service whenever you want to, just by telling us. We might ask you to put it in writing.

If you tell us you wish to stop banking with us, you won't be able to use your account or any services linked to it any more.

If you are a Microenterprise or Charity customer and you tell us within 14 days of opening your account that you wish to cancel or switch to another account, we'll refund any account fees you have paid. See page 2 for the definitions of Microenterprise and Charity customer. The 14 days will start from the later of the date you received this agreement and the date your account was opened. If you cancel or switch your account at a later date, we won't refund these account fees. If you have a fixed rate on your account or the rate depends on market changes outside our control, the 14-day cancellation right does not apply. If we provided services at your request before the expiry of the cancellation period, we can require you to pay a proportionate amount for the service provided. You should notify us you wish to cancel by contacting your usual relationship point or writing to us at: **Barclays Business, Leicester, LE87 2BB** 

#### **Using the Current Account Switch Service**

If you want to move your current account to another bank, you can usually use the Current Account Switch Service. Just ask your new bank about the service. They should explain what to do.

#### When we can close an account or end a service

We can close an account (and stop providing any services and end this agreement) by giving you at least 90 days' notice. Any benefit or services linked to your account will stop at the same time.

We can withdraw a non-core banking product or service on less notice. See page 9 for more information.

We may also end this agreement immediately or on less notice (and stop providing services and close your account) if we reasonably believe you have seriously or persistently broken any terms of this agreement, or any other agreement you have with us. We can also do this if we have reasonable grounds for thinking you have done any of the following things, all of which this agreement prohibits.

 You put us in a position or give us an instruction where we might break a law, regulation, code or other duty that applies to us if we maintain your account, or we reasonably believe keeping your account open exposes us or another Barclays company to action or censure from any government, regulator, or law-enforcement agency or may damage our reputation.

- You give us any false or materially misleading information.
- You commit (or attempt) fraud against us or someone else.
- You use or try to use your account illegally or for criminal activity, including receiving proceeds of crime into your account – or you let someone else do this.
- You inappropriately let someone else use your account.
- You behave in a threatening or abusive manner to our staff.
- If you are a company and all your directors have been or could be disqualified under UK law.

We can close an account (and stop providing any services and end this agreement) immediately if you move your place of incorporation or the place where you do a material part of your business to a country outside the United Kingdom. This is because we may be unable to provide all the features and services currently available with your account because of laws, regulations, codes or other duties that could exist in the country of your new address.

In these circumstances we'll always try to notify you first before taking any action. However, we may need to close an account or service immediately if we reasonably believe that by not doing so we might break a law, regulation, code or duty in the country to which you have moved.

We may also end this agreement (or stop providing services or close your accounts) immediately if we reasonably believe that you are – or someone connected to you is, or is likely to be – unable to pay debts when they become due. We can also do this if:

- you or a third party have taken any steps to wind up your business or put it into administration or any other insolvency process
- you enter into any voluntary arrangement with any of your creditors
- you enter into any agreement with any of your creditors to defer or reduce the amounts due and payable to them
- anyone tries to enforce security you have granted
- any of your creditors begins a legal process to enforce sums owed by you
- any of your director(s) has been disqualified, or
- something has happened that means a court could decide to disqualify any of your directors.

If you have an overdraft facility with us, we can end it in accordance with the facility letter we gave you at the time. If we have ended your facility, or have given notice to end it or are entitled to end it, we may suspend until further notice your right to make payments that would leave your account overdrawn. You must repay any unarranged overdraft.

#### If you aren't eligible for the account you hold

We can close an account (or stop or restrict a service) if we find you aren't eligible for it.

We'll try to tell you in advance if we need to do this, but we may not always be able to. If we were breaking any rules or laws by continuing to offer the account or service, we would have to close or stop it immediately. If we can, we'll try to find you an alternative account or service with us.



#### If you stop using your account

If you haven't used your account for a long time, we may close it. We'll give 90 days' written notice if we plan to do this and explain to you why we are closing it and what you can do to keep it open.

If there's any money in the account, we'll tell you how to reclaim it.

We participate in the Dormant Assets Scheme as set out in UK law. If there's been no activity on an account for at least 15 years (or other period set out in UK law), we may transfer any money in your account to the scheme. This includes accounts that we've closed but we haven't been able to repay your money to you. You still have a right to reclaim the money.

You can find out more about the scheme at www.reclaimfund.

### If you are a partnership and something changes

If you are a partnership and there's some change in the partnership structure or constitution like a new partner joining (or if one of the partners retires, dies or is expelled), these changes won't affect this agreement.

#### What happens when accounts are closed

Your account may stay open until you've returned any payment tools we have given you and you've repaid any money you owe us. This includes any payments you've already made but have not been taken out of your account.

Any benefit or services we have provided to you regarding particular accounts will end as soon as your account is closed. However, you will continue to be liable for any outstanding liabilities under this agreement that relate to the period before it was terminated.

You'll also have to pay any fees pro rata up to the date of termination.

You'll be responsible for cancelling any payments to or from your account. However, if someone pays money into a closed account, we'll try to return the money to them if we have the information we need to do this.

#### Immigration-related checks

We are required to conduct immigration-related checks on current accounts. If these checks highlight that a person associated with an account no longer has permission to remain in the UK, the UK Government may require us to close, or restrict access to, the account and any associated services. If we have to close the account, we may be forced to delay returning any funds.

# Being with Barclays6. How we use the information we hold about you and your business

#### How we use and share information about you, and where you can find out more about your data privacy.

We need to use information about you for different reasons. This includes managing your accounts, providing our products and services to you and others, and meeting our legal and regulatory obligations. We'll also share your information with our trusted third parties for these purposes.

You can find out all about the information we keep and how we can use it on our web page about data protection and in our privacy notices. You can find these at <u>barclays.co.uk/control-your-data</u>, or by asking at any branch.

### Credit reference and fraud prevention agencies

We share information about you and your accounts, as well as individuals connected to your business, with credit reference agencies and fraud prevention agencies.

The information provided to credit reference agencies will include any information you give us as part of your application. The credit reference agencies will record the information we give them about you and any individuals connected to your business. They also share information about you and individuals connected to your business with us, and with each other and other organisations. This includes information about your financial history. We share this information to make sure what you tell us is correct. It's also important for preventing crime, assessing creditworthiness, managing your account, recovering debts (which may include tracing), and checking that the accounts and services you take from us are right for you.

You understand that to provide services, we'll need to carry out some checks on you and any individual connected to your business to the extent required to meet our regulatory requirements or assess risk.

In certain circumstances, we'll also undertake a credit search on your personal accounts and those of your financial associates (a financial associate is anyone you hold a joint account with, or with whom you make an application for credit – for example a joint loan application). We'll also undertake a credit search on the personal accounts of any individuals connected to your business to the extent required to meet our legal obligations.

We must also make identity and other information checks (such as fraud and sanctions) on you and individuals connected to your business to meet our regulatory requirements.

You need to ensure that anyone affected by any of these requirements is made aware of this. This may affect your and their ability to obtain credit.

#### Individuals connected to your business may include:

- a director or officer of a company (including key officials or trustees)
- a beneficial owner or a shareholder
- partners or members of a partnership
- any individual listed on the mandate.

We need to help prevent fraud and money laundering, and we must verify your identity. So, if you provide false or inaccurate information and we identify fraud, we'll pass details to credit reference and fraud prevention agencies. This may result in certain services, finance or employment being refused.

Once you open your account with us, we'll share account data with the credit reference agencies. We'll also continue to exchange information about you (and your accounts) with credit reference agencies while you are our customer. The credit reference agencies may in turn share your personal data with other organisations that may use it to make decisions about you. This may affect your ability to get credit.

For more details on how credit reference agencies and fraud prevention agencies can use the information they hold, please go to <u>barclays.co.uk/control-your-data</u>. You can also ask for a copy.

We have to use your information to provide you with payment services. We can't provide services without it. If you object to us using your information, we won't be able to provide services to you.

### Sharing information about you with tax authorities

In certain circumstances, we'll be required by law or regulation to share information about your accounts with the UK or relevant tax authorities. This could be directly or via the local tax authority. The tax authority we share the information with could then share it with other appropriate tax authorities.

If we need extra documents or information from you about this, you must supply them. If you don't, we may need to close your account or, if the law or other regulations require us to do so, we'll withhold parts of certain payments received into your account, and pass the withheld money to the relevant tax authorities.

#### **Closing your account**

If you close your account, we can still use your data if we have lawful grounds to do so. This could be, for example, because we need to keep records for regulatory purposes. In certain circumstances, we'll also continue to collect information about you from credit reference agencies after your account is closed.



### **Being with Barclays** 7. If you owe us money

## Times when we can take money from your account to pay back money you owe us.

If you haven't repaid money you owe us when you should have done, we can use money in any of your accounts with us (including personal accounts) to pay off some or all of the debt. This includes money owed to other companies in the Barclays Group. This is called a 'right of set-off'. We'll only do what the law allows.

We'll follow any legal requirements or restrictions before doing this, like the applicable insolvency laws.

Certain third party money cannot be set off. For example, if you have a client account, we will not use our right of set-off against money held in that account. Otherwise, if we're legally required to hold money in an account in your name for someone else, or to pay it to them, we'll use our right of set-off to take the money you owe us first. This is so long as we're allowed to legally.

We can set off amounts we owe you against amounts you owe other Barclays companies or businesses. We can also set off amounts other Barclays companies or businesses owe you against amounts you owe us, unless the law prevents us doing this.

Set-off applies to accounts and debts you hold with someone else too. We can also use:

- money in an account you jointly hold with one or more persons, to pay a debt only you or the other person owe
- money in such an account, or your sole account, to pay a debt that you and someone else owe us together.

### **Being with Barclays** 8. Complaints and the protection you have

What to do if you want to complain. How your money is protected by the Financial Services Compensation Scheme.

#### If you have a complaint

If you think something's not right, please let us know and we'll try to fix it. If you want to find out how to complain and how we deal with complaints:

- ask for our complaints leaflet in a branch
- call the Barclays Information Line on 0800 282 390 or +44 207 116 7488 from outside the UK
- visit barclays.co.uk/contactus
- you can also write to us at FREEPOST, Barclays Customer Relations.

If you've made a complaint and you're not happy with the way we treated it or what we did to help, you may be able to take your complaint to the Financial Ombudsman Service (FOS). This is an organisation set up by law to give consumers a free and independent service for resolving disputes with financial firms. To see if you're eligible to appeal to the FOS, please contact them at:

- Exchange Tower, London E14 9SR (tel: 0800 023 4567)
- financial-ombudsman.org.uk
- <u>complaint.info@financial-ombudsman.org.uk</u>

In addition to being able to complain to the FOS, you may be able to complain to the Financial Conduct Authority.

#### Protection under the Financial Services Compensation Scheme

Barclays Bank UK PLC is covered by the Financial Services Compensation Scheme (FSCS), the UK's statutory deposit guarantee scheme. The FSCS pays compensation to eligible depositors if a bank is unable to meet its financial obligations. Most depositors are covered by the scheme.

You can find more information in the FSCS information section in the fees and charges section of our website.

#### Staying flexible to help our customers

Our terms set out the way we normally do things, so that you know how things work and what to expect.

But we're not inflexible. In some situations, we might not enforce one of our rights – such as if we give you more time to pay money you owe us.

If we choose not to enforce a right when we could have done, though, we can still enforce it later.

### Our Banking Terms 1. Making payments from your account

How you can instruct us to make a payment from your account. How long payments in sterling in the UK take. When we don't have to follow your instructions.

#### Asking us to make a payment

To make a payment or withdrawal from your account, you need to give us authorisation. You can do this in several ways, including the ones below.

- Present your card and enter the card PIN (or you may be asked to sign).
- Use an e-wallet security process (such as fingerprint, face or voice recognition) to release your card details.
- Hold a card or payment device near a contactless payment reader.
- Log onto Online Banking, the Barclays app or any other applicable Electronic Banking Service we provide to you using your security details. Follow the instructions to complete the payment.
- In a branch, give the information we ask for, including anything we need to confirm your identity (for example, we may ask for your debit card and security information).
- Provide your card or account details to someone to make a payment or to authorise future payments in a way they request (e.g. online, by telephone, in writing).
- Give us instructions via a third party. This could be by completing a direct debit instruction or via an authorised payment initiation service provider. Sometimes, the law requires us to ask for two separate forms of security check before we can authorise a transaction. We might have to refuse a transaction if you don't give both forms of security when asked to.

We'll tell you if for some reason you can't use one of these methods for a particular account or service. We'll also tell you if you need any hardware or software to use payment tools or communicate with us.

What we mean by 'payment tool' is explained in the blue box on page 6.

Except where we've agreed with you that we'll use a specific payment system, we'll send your payments through the payment system we normally use for that type of payment.

#### The information we need

To make a payment, you must give us the information we need.

- For payments to accounts in the UK: We need the account number and sort code. In some situations, we can take a mobile number in place of these details. We may also ask for other information. This could include the name of the account holder and if you're paying a business or a person.
- For international payments: We need extra information. See section 4 of these Banking terms.

 If it's a type of payment that can be scheduled for a future date: We need to know whether we should make the payment now, or in the future.

You may include a reference with your instruction, so you can identify the payment. You mustn't include offensive, abusive, threatening or profane words in the payment reference.

#### **Checking your instructions**

We'll only follow your instructions if we think they are complete, clear, and come from you. They may also come from a third party you have properly authorised to give instructions on your behalf. Our aim is to keep your money safe and avoid mistakes.

- Complete instructions contain all the information we need. They correctly follow the steps for the kind of transaction you (or a properly authorised third party) are making.
- Clear instructions are those we can understand without problems. We assume the information you (or a properly authorised third party) give us is correct. This is unless we can see it's obviously wrong. In particular, we'll assume the account number and sort code given are correct. This includes where you proceed with a payment following a Confirmation of Payee response (see the next section for more information).
- We'll think an instruction has come from you (or a properly authorised third party) if we reasonably believe that the person who signed a written instruction or gave an instruction in person was you (or an authorised third party), or if your payment tools were used.

Please read carefully any warnings we may give you about fraud and scams. This is particularly important when you're setting up a new payee or changing a payee's details. If you receive new payee details, make sure to check them using a trusted phone number. This is to help keep you safe from fraud and scams.

#### Confirmation of Payee: checking the recipient's name

For some payments we'll ask the receiving bank to check that the recipient's name matches the account number and sort code you've given us. We do this before you finalise the payment instruction. It's an extra security step called 'Confirmation of Payee'. In some cases, you may need to give us 'secondary reference data', like a building society roll number.

The receiving bank will check their records and give an answer. This may include a match, a close match, no match, or that a check wasn't possible. If it's a close match, we'll show you the name of the account holder that is linked to the sort code and account number you gave.

You'll be asked to confirm if you want to go ahead with the payment instruction once you know the result of the Confirmation of Payee check. You must check the Confirmation of Payee response and the payment details carefully to help make sure you are paying the right person. If you need to, you can change the payment instruction.

If you go ahead, we'll assume that the information you have given us (such as an account number and sort code) is correct.

You must only use Confirmation of Payee if you intend to make a payment.



Please pay careful attention to the Confirmation of Payee response. It's intended to reduce mistaken payments and scams.

See section 6 of these Banking terms for an explanation of what happens when things go wrong.

#### Payments to accounts whose details have changed

If you ask us to make a payment to another UK account holder, we'll check whether they have asked us or their bank to redirect their payments to another account. For example, they might have used the central Current Account Switch Service to move their account.

If so, we'll automatically change your payment so it will still reach the right person. You don't have to do anything.

### Using a third-party provider to make payments

You can use an authorised payment initiation service provider to give us instructions to make a payment.

If they don't do this, we won't be responsible for your payment not being made. What we mean by 'Payment initiation services' is explained on page 6.

#### You must have enough money in your account

When you ask us to pay money out of your account, we'll follow your instructions whenever we can. When you instruct us to make a payment, you must have enough money in your account at the time we process a payment.

To work out if there's enough money in your account, we'll look at the following things:

- the balance of your account
- the amount of your arranged overdraft if you have one
- any cheques paid into your account that we are treating as available for you to use
- immediate payments you have already asked us to make that we have not yet paid out. This includes any debit card payments we have authorised.

If there's enough money, we'll make the payment. If you don't have enough money (or we reasonably believe there won't be enough on the payment date), we won't be able to. The exception to this is payments we have guaranteed we'll make, such as certain debit card payments. We may provide you with an unarranged overdraft to cover the payment.

If you try to make two or more payments on the same day and you don't have enough money to make all of them (including with any unarranged overdraft we give you), we'll decide which payments to make using a standard bank process, but please remember we won't know which of the payments is most important to you.

We may ask you to deposit cash into your account to cover any amounts you owe or may owe us under this agreement as a result of carrying out your payment instructions, or for any other liability.

#### Writing cheques

If you have a cheque book with your account, you should write cheques so they're not easy to alter. You must not post-date cheques, because we can still pay them even if they are postdated. This might mean you don't have enough in your account to cover the cheque payment. Cheques will be valid for six months from the date written on them. If a cheque is presented for processing after that date, it may not be paid. If someone asks you to write a new cheque for some reason, you should ask us to stop the first cheque so you don't pay twice.

#### **Regular payments**

There are three ways to make regular payments.

- Direct debits: You can set up a direct debit to allow someone else to take money from your account. You specify one or more dates for this to happen. The amount can vary. The Direct Debit Guarantee applies to most direct debit payments in the UK. There's a different scheme for payments in euros (see section 4 of these Banking terms, 'International payments').
- Standing orders: This is when you ask us to make a regular payment of a fixed amount from your account to another account.
- Recurring payments on cards (also known as continuous payment authorities): This is when you give your card details to someone and allow them to re-use the details to take payments from time to time.

#### How quickly we can carry out your instructions

Our working days are generally Monday to Friday except public holidays. Different types of payment instruction have different cut-off times. The cut-off time is the latest time on any day that we can start processing a payment you have asked us to make. If you ask us to make a payment after the cut-off time, the timings will start from the next working day. You can find cut-off times by looking at the applicable tariff, our website or asking us in branch or on the phone. Cut-off times for other payment channels including Barclays.Net will vary. These cut-off times will be provided separately if you request alternative payment services.

#### **Faster Payments**

If you make a payment using Faster Payments (before the cutoff time), we'll process it on the same day. This includes public holidays and weekends. The only exception is if you've asked us to make the payment on a future date.

You can make Faster Payments online, from the Barclays app, over the phone or in a branch as well as some of our other Electronic Banking Services.

#### Other kinds of payment

We may get a payment instruction on a public holiday, at the weekend or after the cut-off time. If this happens, we'll start processing it on the next working day. If you ask us to make the payment on a future date, we'll do it then.

If you are making an electronic payment in sterling between sterling accounts in the UK, the payment will reach the recipient's bank no later than the end of the next working day after we start processing the payment. It's often quicker than that.

For domestic payment instructions you give us on paper (excluding some cheques), payment will reach the recipient's bank no later than two business days after we process your payment instruction.

#### How long do non-sterling or international payments take?

How long a non-sterling or international payment takes will depend on the currency and the country it's going to. See the table on page 24.



#### External payment systems

Sometimes we'll need to send a payment using an external payment system, and we'll decide when to do this. We may need to get you registered on that system first, so you agree that:

- we can register you on any external payment system (which may include allocating you a user number)
- you will comply with system requirements we notify you about
- you will get and maintain any licences or authorisations needed for you or us to use the system.

#### When we can delay processing a payment

If we receive a payment instruction from you and we reasonably suspect you might be being scammed into making the payment, we can delay processing the payment.

If we do this, we'll contact you to tell you we're delaying the payment and why. We'll ask you for any information we need or anything we need you to do, to help us confirm the payment isn't a scam. We may not be able to contact you if we can't for legal reasons.

We'll only delay the payment for as long as necessary to make these checks, but it will be no longer than four working days.

This will only apply if the payment is:

- in sterling
- to another account in the UK
- by faster payment, standing order or CHAPS.

### If you want to cancel or change a payment instruction

Whether we can change or cancel a payment instruction depends on the type of payment it is – see the table.

Please note that unless we say differently elsewhere in the agreement, we'll treat all your payment instructions as irrevocable. We'll rely on these payment instructions when making payments and dealing with any external payment systems.

Type of payment	Can we cancel or change it?
Immediate payments including card payments that are not recurring	Generally, we can't cancel or change these payments because they are processed straight away. Sometimes when we use an external payment system we can catch a payment before it's processed. We can try to do this if you ask, but we may need to charge you.
Regular or future payments including	You can cancel these payments up to the end of the working day before the payment is due to be made.
direct debits, standing orders or recurring payments on cards	For direct debits and standing orders, you can cancel through Online Banking, the Barclays app, iPortal, in a branch or by phone.
	For recurring payments on your card, you can cancel the payment in a branch or by phone. We may charge you for this.
	In either case, you should also tell the organisation that would have received the payment.
Cheques you have written	If the person you are paying by cheque still has it, or their bank hasn't presented it to us yet, you can stop the cheque. There is a cost for stopping a cheque, which you can find in the tariff for your account.

### When we don't have to follow your instructions

We'll do all we can to carry out your instructions. However, we don't have to follow an instruction for any of these reasons:

- It isn't complete or clear.
- We don't think it came from you (or someone authorised to give instructions for you).
- You don't have the money (including any available overdraft) to cover the payment.
- It would mean we might break a law, regulation, code or other duty that applies to us.
- It could expose us to claims from third parties or damage our reputation.
- We reasonably believe it might expose us (or another Barclays company) to legal action or censure from any government, regulator or law-enforcement agency.
- We reasonably think that a payment into or out of an account is connected to a fraud, scam or any other criminal activity. This includes where we reasonably think the funds are being obtained through deception.
- The type of payment you are trying to make or the payment tool you are using is not available to us or we have withdrawn it.

- You're asking us to make a payment to an account that doesn't accept payments through the system we normally use. If this happens, we'll tell you if there's any other way to make the payment. There may be a charge for other methods.
- You operate your account while physically located in certain countries. This may also mean we have to later close your account.
- You include offensive, abusive, threatening or profane words in any reference you give with your payment instruction.

While we are checking that none of the reasons above apply, there may be a delay in getting the payment to its destination. This might happen even if everything turns out to be fine.

Unless the law prevents us, we'll try to contact you as quickly as possible to tell you we haven't followed an instruction and to explain why. However, if you also request a written confirmation, we may charge you. You can also ask us directly why we haven't followed your instruction. We'll tell you what you can do to correct any errors in the instruction, or to satisfy us that the instruction came from you. We may apply financial and other limits to the ways you can make payments. For example, we may set limits for contactless payments. We'll tell you what these limits are, and may change them from time to time.

We also apply internal controls, including limits, to some kinds of transaction to manage our risk. For security reasons, we change these and don't always say what they are. We may refuse your instruction if it's above one of these limits.

### When we can refuse to act on an instruction from an account information service or payment initiation service provider

We can also refuse to act on an instruction we receive from an account information service or a payment-initiation service if we're concerned about fraud or unauthorised access. If this happens (and we can identify the service provider), we'll contact you as soon as we can (and in advance where possible) to explain why. We'll do this unless it would break the law, or we have security reasons for not doing so. We'll allow access again once the reason for refusing access no longer exists.

### Our Banking Terms 2. Payments into your account

The different ways you can pay money into your account, and when the money becomes available for you to use. When we can take money out of your account.

### When money paid in becomes available for you to use

When a payment to your account becomes available for you to use depends on how it was made and where it came from.

#### Paying sterling cash in

When you pay cash in sterling to your account, it's there for you to use as soon as we can count it. Exactly when that is depends on how you pay it in.

How cash is paid in	When we credit your account
At a multi-function device in a branch	Immediately
Over the counter at a Barclays branch and counted while you wait	Immediately
Over the counter at a Barclays branch, but not counted while you wait	Same working day
At a Drop & Go Point in a Barclays branch	Same working day
Using Barclays Collect	Next working day
Using the Business Direct Deposit Service	Next working day
Over the counter at the Post Office®	If the cash is paid in before 8pm (subject to the Post Office closing time), the same working day. Otherwise, next working day
Postal cheque credit service (cheque by post, using Royal Mail)	Within two working days from when we receive the cheque.
Using a LINK self-service machine	Immediately

For information on paying in cash in other currencies, see section 4 of our Banking Terms, 'International payments'.

### Sterling cheques drawn in the UK, Channel Islands or Isle of Man

You can pay a cheque into your account in a branch, at the Post Office® or through a self-service machine. We also accept cheques paid in by sending an image of the cheque. This might be by using an app or other technology we accept.

If the cheque you're paying in is payable in sterling and drawn on a bank in the UK, Channel Islands or Isle of Man, it will need to go through 'clearing' before you can receive the money. We clear cheques using an image of the cheque. The process starts on the working day we receive the cheque, as long as we get it before the cut-off time. If not, we'll process it the next working day. You'll start earning interest (if your account pays it) against the cheque's value and it will be available for withdrawal by the end of the next working day after the day we process it. You can also be certain that the money will stay in your account from that day.

These timings may be different if you pay in a cheque to the Post Office®, or using the Postal Cheques credit service, which allows you to pay in cheques by post using Royal Mail. In this case, we'll start the process when we receive the cheque, normally the next working day.

See section 4 of these Banking terms, 'International payments' for information on paying in foreign cheques.

Cheque clearing – an example	
Day 1	<b>Monday:</b> we receive the cheque before the relevant cut-off time and we start the clearing process.
Day 2	<b>Tuesday:</b> by the end of the day the money is available in your account and you start to earn interest (where payable) on the amount of the cheque. The cheque cannot 'bounce' at this stage.

#### **Electronic payments**

When an electronic payment reaches us in sterling, we credit your account as soon as we receive the money in the UK and it will appear in your account on the same day.

See section 4 of these Banking terms, 'International payments', for how long it takes for electronic payments in other currencies to arrive in your account.

#### When we can take money out of your account and when we can refuse to accept payments into your account

Rarely, a payment comes into your account but the paying bank realises it was made fraudulently. Or it may be that the person paying it doesn't have enough money. If this happens, we can take the money back out of your account.

We do not have to make a payment into your account if we reasonably think that:

- doing so would mean we might break a law, regulation, code or other duty that applies to us
- a payment into an account is connected to a fraud, scam or any other criminal activity. This includes where we reasonably think the funds are being obtained through deception, it could expose us to claims from third parties or it could damage our reputation, or
- it might expose us (or another Barclays company) to legal action or censure from any government, regulator or lawenforcement agency.

We won't be liable to you for refusing a payment into your account in any of the above circumstances.



If we have a legal duty to do so, we can send money from your account to a government regulatory body such as HM Revenue and Customs. We can only do this if the organisation asking us has the legal power. We can also charge you for doing it. You'll find charges like this set out in the tariff for your account.

We can also take money out of your account if you owe us money and haven't repaid it when you should have. You'll find more about this in section 7 of 'Being with Barclays' under 'lf you owe us money'.

If you have given instructions to a company in the Barclays Group to take a payment out of your account with us, we'll follow these instructions, unless we have a good reason not to. Please see 'When we don't have to follow your instructions' in section 1 of these Banking terms.

If we receive a payment into the account you hold with us for an account held with another Barclays Group company, we may redirect the payment to your account with that Barclays Group company.

#### Please check your statements

You must check the information we give you, as we need you to tell us as soon as you can if something is wrong. If you think there's a problem, see page 4.

#### If your account has a maximum balance

Your account might have a maximum balance. If so, this will be explained in the additional terms and conditions for your account. We may also set a maximum amount you can hold across all your accounts with us. If we've set a maximum like this, you'll need to make sure any payments into your account(s) don't take your balance over it.

If your balance exceeds the maximum, we may make a charge. Or we may refuse to accept a payment into your account and return it to you. We'll let you know in advance before we introduce any new maximum balance, or change an existing one. Section 4 of 'Being with Barclays' tells you more about changes we can make, and the notice we need to give you.

#### Interest payments

If you have an interest-bearing account, we usually work out any interest we need to pay you at the end of each day. This is generally based on a 365-day year but may be based on a shorter period for accounts held in foreign currencies. We'll tell you if a shorter period applies, or if we work out interest differently on a particular product.

Normally, we'll pay any interest into the account where the interest was earned, but you can ask us whether or not we can pay it into a different account. We can also do this when we're taking any interest or charges you owe us. More information on interest payments is available at <u>barclays.co.uk/business-</u> <u>banking/accounts/compare-accounts</u>

#### When the funds count for working out interest

Type of payment received	When the funds count for working out interest
Cash, electronic payments	Same day
Sterling cheque paid in at a Barclays branch and processed as an image	One working day after we receive the cheque
Cheque in a foreign currency or drawn on a non-UK bank	The day we receive or pay the amount of the cheque

We sometimes treat payments as added to your account for the purpose of working out interest before we actually receive the payment amount. If we do this, the amount shown on your statement won't always be the same as the amount available for you to use.

### Our Banking Terms 3. How we'll keep you informed about your account

### Statements and other places where you can find your account information.

#### Where you'll find your account information

You'll always be able to get information about payments into and out of your account in several ways.

- In a branch.
- At an ATM, if your account comes with a card.
- In regular statements.

Also, if you have the following services, you can get payment information:

- through Online Banking, the Barclays app and certain other Electronic Banking Services
- through Telephone Banking.

If you use Telephone Banking, you can ask us to send you the information in writing. It will include details of any relevant interest, charges and exchange rates.

#### Statements

If you have a restricted access account, we'll also put the same information on regular statements and provide these to you free of charge. Your additional conditions will tell you if your account is a restricted access account.

Otherwise, we'll provide statements monthly (unless you have chosen differently) and provide these to you free of charge. This is so long as there has been a transaction on your account since your last statement. If you've told us you don't want to receive a monthly statement, you can always change your mind and ask us to provide one.

You can ask for an extra or copy statement at any time, or for statements more regularly than monthly, but there may be a charge for this. You'll find information on all our fees and charges in our tariffs at <u>barclays.co.uk/business-banking/accounts/</u> <u>rates-and-charges</u>

If you are registered for Online Banking or the Barclays app, you'll be able to see your digital statements there. If you are registered for any other Electronic Banking Service, we may provide you with a digital statement there. If we only provide you with a digital statement, we'll send you an alert to let you know your latest statement is ready. We'll send statements by post if we need to or you opt for this. For certain accounts and services we only send statement si digitally.



### Our Banking Terms 4. International payments

Making and receiving payments from outside the UK. Non-sterling payments. Using your card for non-sterling cash withdrawals and purchases.

International payments could be one of two kinds.

- A payment in any currency (including sterling) that you make to or receive from an account outside the UK.
- A payment or cash withdrawal in a non-sterling currency (including where there has been a currency conversion at some point).

#### Payments from your account

#### Using your debit card

If you use your card to withdraw cash or make a purchase in a non-sterling currency, then unless you've asked the ATM or card terminal provider to do the currency conversion, the card scheme you use will convert the payment to sterling. This scheme will be Visa or Mastercard, identified by the symbol on the card. You also pay a Non-Sterling Transaction Fee on the payment or cash withdrawal. This is a percentage of the sterling payment amount and is shown in the tariffs. So our exchange rate is made up of the relevant card scheme's reference exchange rate plus the Non-Sterling Transaction Fee.

The conversion will be done on the date the card scheme processes the transaction. It will use the reference exchange rate it uses for all sterling-based accounts (this rate is available on request). This means the exchange rate may differ from the rate on the date you made the payment, if the card scheme processes the payment after that date.

You can find a comparison of our current exchange rate for certain currencies as a mark-up over the rate published by the European Central Bank (ECB) at <u>barclays.co.uk/travel/using-debit-card-abroad</u>

The website shows our rate for certain currencies as a mark-up over the ECB rate at the time you check. This changes twice a day. Because it might take a day or two for your payment to be processed, our rate might be different at that time.

In some countries, the ATM or the card terminal being used may offer you the option of paying for the transaction in sterling. If you choose to pay for your transaction in sterling, the exchange rate will generally be provided by the ATM or terminal operator.

If you're in the EU when you're offered this option, you may get an exchange rate as a mark-up over the ECB rate by the ATM or terminal operator. You can use this information, and the information available on the website mentioned above, to help you decide whether you want to let the ATM or terminal operator do the conversion using their rate or whether you'd like us to do it using our rate. If you'd like us to convert the amount, you should choose to pay in or withdraw local currency and not sterling.

### Debit card payments – sterling or local currency – what's the difference?

Sterling	If you pay in sterling – the ATM or terminal operator carries out the conversion
Local currency	If you pay in the local currency – we'll convert the amount you're paying or withdrawing

#### Electronic (non-card-based) payments

If you ask us to make a payment in a different currency from that of your account, we'll convert it based on the Barclays reference exchange rate to which we add a margin to create the exchange rate that will apply to your transaction. The margin is based on the payment amount. We'll tell you what it is if you ask us. You'll be able to view the exchange rate and margin in Online Banking and the app when making the payment.

There may be an additional charge for making the payment, which you'll find in the tariff on our website. We'll confirm the charge at the time you ask us to make the payment. We'll also tell you whether the exchange rate is guaranteed or only an indication of the rate you might get.

If you ask us to make a payment on a future date, we'll give you an indication of what the exchange rate might be. The actual rate you get will be worked out using the relevant Barclays reference exchange rate on the day the payment is made.

#### What is the Barclays reference exchange rate?

The Barclays reference exchange rates are set by us and are based on market exchange rates. They vary depending on the currency to be converted and the currency of the payment. You can find the exchange rates on Online Banking, through Telephone Banking, or by asking us. You can also see some exchange rates in the Barclays app and iPortal.

#### SEPA direct debits

#### What is SEPA?

SEPA is the Single Euro Payments Area scheme. This is a faster, easier scheme for making payments in euros. It works in the EEA and certain other countries. You can find out which countries are in SEPA on our website.

If you have a euros or sterling current account, you can set up SEPA direct debit payments. For SEPA direct debits from a sterling account, we'll convert each payment into euros before we make it.

If you want to set up a SEPA direct debit payment, it will normally come under the SEPA Core Direct Debit Scheme. In certain situations you may be able to set up payments under the SEPA Business to Business Direct Debit (SDD B2B) Scheme. If so, we'll provide you with supplementary terms and conditions and your rights will be different.



You can also ask us to cancel any direct debit payments leaving your account. You can only limit SEPA Direct Debits to particular amounts or by frequency if they were set up under the (SDD B2B) scheme. As with UK direct debits, you can cancel or change a SEPA direct debit. You must do this before the end of the working day before the payment date. You can do this in a branch or by phone. This won't cancel any agreement you may have made with an organisation you are paying.

If you have a dispute with someone you're paying via SEPA direct debit, you must resolve it directly with them. Our duties and the duties of their bank under the SEPA Direct Debit Core Scheme aren't affected by the arrangements between you and that person.

If you want to find out more about a SEPA direct debit, you can ask us to obtain all relevant information, including any instructions.

#### How long payments take

Type of payment	When the money will reach the bank of the person you're paying
<ul> <li>Payment in euros to an account in the UK</li> <li>Payment in euros to an account in the EEA</li> </ul>	No later than the end of the next working day after we process your payment instruction
• All other payments in EEA currencies to accounts in EEA and UK	No later than four working days after we process your payment instruction
<ul> <li>Payments to accounts outside the EEA</li> <li>Payments in non-EEA currencies</li> </ul>	This varies depending on the currency or country you're sending the payment to (or both). You can ask us to tell you when we expect the bank to receive the payment

#### What is the EEA?

The EEA is the European Economic Area, which is made up of all the countries in the European Union plus Iceland, Norway and Liechtenstein.

#### Foreign currency accounts

For accounts not in sterling or euros: If you open an account in a currency other than sterling or euros, your money will be subject to any local practices (including working days) and laws. So, for example, we may not be able to make a payment on a holiday in that country, even if it's a working day in the UK.

#### The payment information we need

International payments usually have to be sent through other banks, which are chosen by us or another bank.

To make international payments, we need the SWIFTBIC, or sometimes a local clearing code, and IBANs or an account number of the account you're paying. For SEPA payments, we just need the IBAN. You can get these details from the person the payment is going to. We may also need other information. We'll ask you if we do.

We may make a charge if you don't give us enough information and we have to try to get it. We'll let you know at the time what this charge will be. You can find the range of currencies we support at <u>barclays.co.uk/ways-to-bank/international-</u> payments To comply with foreign laws, we may need to include your name and address in the payment instruction, so by asking us to make an international payment you understand we may do this.

When you ask us to make an international payment it's important that you check that both you and the person receiving the payment will comply with local laws in making that payment. If you don't do this and it results in a cost to us, you will have to reimburse us.

#### If you want to cancel an international payment

It may be that you want to cancel or recall a payment that involves a currency conversion, or for some reason it can't be made. If this happens, we'll refund the original payment amount if it has already left your account, deducting any fees already charged. This means we won't pass on any loss or gain because of currency-market movements. There may be some exceptions to this. If we undo the payment using the exchange rate that's current at the point we do this, we may pass on these losses or gains. We'll tell you whether these exceptions could apply before you give us instructions.

If the payment has already left your account, we charge a fee if you cancel or recall it. This is to cover the cost of recovering the money. You'll find this fee in the tariff. If the payment hasn't yet left your account, there's no charge for cancelling it.

#### Payments into your account

We'll convert the payment into the currency of your account. To do this, we use the Barclays reference exchange rate plus a margin, which creates the exchange rate. The margin is determined by the amount of the payment and is available on request. You can ask us for an indication of the exchange rate at any time. The exchange rate changes to reflect currency-market movements, so we won't be able to confirm the actual rate until we receive the payment. You can find our current Barclays reference exchange rates by calling us through your usual contact.

There may be an additional charge, which you can find in the tariff on our website. You agree we may take this charge from the payment amount before we put the rest of the money in your account. Whether or not we and other banks deduct charges from the payment depends on the instruction of the person sending you the payment. That person may have decided that you should pay some, all or none of the fees associated with the payment.

### When the money will be available for you to use

#### Paying in cash

If you pay euros in cash into a sterling or euro account, the money will be there for you to use as soon as we can count it. Exactly when that is depends on how you pay it in. You can only pay in cash in other currencies if you have a special arrangement with us. You can ask us for the times that apply to payments in other currencies or to accounts denominated in other currencies.

#### Electronic payments into your account

An electronic payment in euros into your sterling or euro account will be available for you to use immediately. For all other foreign electronic payments, we can tell you when they will be available for you to use if you ask us.



### Our Banking Terms 5. Borrowing money through your current account

## About arranged overdrafts. What happens if you enter into an unarranged overdraft.

#### Arranged overdrafts

If you want to borrow from us using your account, you must apply for an arranged overdraft. This allows you to borrow up to an agreed limit.

Whether we agree to lend you money depends on your financial situation. If we do agree, we'll tell you the limits and interest rate in a letter that contains the terms of the arranged overdraft. This is called a facility letter.

If you have an arranged overdraft that you haven't used for a certain period of time, we may end the facility and, if we do so, we'll write to tell you.

#### Unarranged overdrafts

It may be that a payment instruction or us taking an amount from your account would result, without prior arrangement, in the account becoming overdrawn, or the agreed overdraft limit being exceeded. If so, we may in our sole discretion and without contacting you, allow an overdraft to be created or allow the agreed overdraft limit to be exceeded. In these circumstances, the new or excess overdraft is an unarranged overdraft and you will be charged at the applicable rate for unarranged borrowing. For details of our unarranged borrowing rate, please see the tariff for your account. It can vary like all other terms under this agreement.

Overdrafts are repayable on demand. This means we can ask for immediate repayment although we'll usually give you advance notice for any arranged overdraft.

#### Repaying what you borrow

When we deduct fees and charges from your account, they reduce your balance or form part of the amount you owe us. When you put money into your account, we'll use it to repay any amounts you owe us. We do this in a set order.

- The money you put in goes towards repaying any unarranged overdraft. This is anything you owe us that's over what we've agreed in advance.
- 2. We pay towards your arranged overdraft.
- 3. Anything left will credit your account.

We won't change this order or agree to use money you pay in for specific payments.

Who is normally responsible for paying back any money you borrow?

It depends on the type of organisation you are and what we've agreed with you, but it's normally as follows:

Type of organisation	Who is responsible for paying back money you borrow?
Sole trader	You're personally responsible
<ul> <li>Incorporated body such as a company or limited liability partnership</li> </ul>	The incorporated body is responsible. The authorised signatories and/ or authorised persons are not responsible for money owed to us unless we have a separate agreement with them
• General partnership	All partners are jointly and severally liable for money borrowed when they were in that position, even if they're not any more
Limited     partnership	Limited partnerships have at least one general and one limited partner. All general partners are jointly and severally responsible for the debts and liabilities of the limited partnership. The liability of the limited partners will be set out in the limited partnership agreement and is subject to certain statutory provisions, but it's normally limited to the amount of their investment in the limited partnership
<ul> <li>Unincorporated body</li> </ul>	Each authorised signatory is jointly and severally liable unless we've agreed otherwise

If we're lending to more than one person or entity, each person or entity will be jointly and severally responsible for any amounts due to us and we can ask all of them or just some of them to repay us the full amount.

#### Borrowing on an account operated by more than one person

You agree that we can provide the information about the overdraft, such as the overdraft agreement, to only one of you. We'll treat all of you as having agreed to the borrowing agreement.

#### What does 'jointly and severally liable' mean?

If you're jointly and severally responsible for any borrowing, we can ask all of you or just some or one of you to repay us the full amount.

### Our Banking Terms 6. If something goes wrong

### What you must do if something goes wrong, and how we can help.

#### If we make a mistake

If we make a mistake, we aim to put things right. Let us know straight away if any of the following things happen.

- We don't make a payment you ask us to.
- We send more or less money than you asked.
- We send money to the wrong account.

We may be able to show that the other bank actually received the payment on time. If we can do this, the other bank is responsible for correcting the payment to the person you're paying.

You need to tell us of any mistake as soon as possible and within 13 months of the payment date. So long as you do this if you're a Charity or Microenterprise customer, we'll refund you the amount of the payment made. If we paid too much, we'll only repay the difference. We'll refund any interest or charges you have paid. If there was any interest on your account that you've missed out on because of the mistake, we'll pay that back. We'll backdate this to when the money left your account. We'll refund you before the end of the working day after you tell us or sooner if we can.

If you are a Larger Corporate customer, you agree that regulations 91, 92 and 94 in Payment Services Regulations 2017 don't apply to your agreement with us. Instead, we are liable to you (so long as you tell us within 13 months of the payment date) for reasonable losses you incur if:

- they arise directly from our breach of this agreement or our negligence, and
- in the ordinary course of events and with the knowledge we had, we might reasonably have expected such loss to result directly from that breach or negligence.

Our liability to refund any incorrectly executed transaction is limited to the total of:

- any amount necessary to reimburse you as required by law regarding the transaction under which our breach or negligence occurred, and
- if relevant, any additional amount of interest and charges you directly incur on the account that you would not have incurred otherwise.

Beyond this we have no further liability to you for a failure to execute properly or a failure to execute at all for any reason.

If we make a mistake on a payment to someone else under the UK Direct Debit Scheme, we'll refund you for that mistake. The rules for this are set out in the Direct Debit Guarantee. This guarantee is on the direct debit form or confirmation given to you by the person you're paying.

The same goes for payment mistakes we make under the SEPA Direct Debit schemes – we'll refund in accordance with the terms of these schemes.

See section 4 of these Banking terms, 'International payments', for more about these schemes.

Your payment might have gone through Confirmation of Payee (see page 16 for what this is). If you were told under this process that the name matched the sort code and account number and any secondary reference data you provided, and this was wrong, you may be entitled to recover any loss. In those circumstances, please contact us.

### If we use people or companies outside the Barclays Group

We sometimes use people or companies outside the Barclays Group to help us provide our services to you. If we can't provide a service because of their technical failure, we'll try to provide an alternative service for you. You'll need to use any alternative we provide in accordance with this agreement.

#### If you give us incorrect account details

If you give us wrong instructions, or tell us to make the same payment more than once by accident, you're responsible.

We'll try to help you get the money back. We may not always be able to do this. We may charge a fee for tracing, recalling or cancelling a payment (you'll find this in our tariffs available on our website).

If we can't get the money back, we'll give you all the information we have about the transaction if you request it, unless the law prevents us. This is to help you reclaim the money. We'll ask you to put the request in writing.

#### If payments are late

If you ask us to:

- make a payment in the UK, or
- make a payment in the EEA in euro executed under a payment scheme which operates across the UK and EEA

and it's late arriving, please tell us. (The times that transactions should take are on page 24.) We'll contact the other bank and ask them to make up any interest their customer has lost. This is to make it the same as if the payment had arrived on time.

If we get a payment for you from another bank that isn't credited to your account when it should have been, we'll immediately credit your account with the right amount and adjust your balance as if the payment had arrived on time. We tell you about how long payments should take to reach your account on page 24.

If you ask us to trace a payment, we'll do this and let you know the outcome. This is normally free – but there may be a charge if the payment instructions you gave us were wrong.

### If we delayed a payment because we suspected you were being scammed

If you're a Microenterprise or a Charity and we delayed processing a payment because we reasonably suspected you were being scammed into making the payment (see section 1 of the Banking terms 'When we can delay processing payments' for information on when we can do this), we'll refund you any charges or interest you've had to pay, due to the delay. We'll do this whether or not we eventually processed the payment.

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If you're a Larger Corporate customer, you agree that Regulation 94A of the Payment Services Regulations 2017 doesn't apply to your agreement with us and we won't refund you.

### If someone takes an unauthorised payment from your account (except cheques)

If someone takes a payment from your account that you didn't authorise, we'll normally refund you as long as you tell us within 13 months of the payment.

However, we won't refund you if:

- we reasonably think you acted fraudulently (and we may involve the police)
- you're a Larger Corporate business customer and you didn't take steps to keep your payment tools secure, or didn't tell us as soon as possible that you had lost your payment tools
- you're a Microenterprise or Charity and you deliberately
  or with gross negligence didn't keep your payment tools
  secure or didn't tell us as soon as possible that you had
  lost your payment tools. However, an exception to this is
  that we'll refund you if we didn't apply strong customer
  authentication to a payment when we should have. Strong
  customer authentication is verification of your identity
  using two factors based on possession, knowledge or
  something that is unique to you, like a fingerprint.

However, regardless of whether you're a Microenterprise, Charity or Larger Corporate, we'll refund amounts taken after you've told us that a payment tool has been lost, stolen or compromised. And if our notification channels are down and you can't contact us, we'll also refund any amounts taken during the period you couldn't contact us.

We'll refund the amount of an unauthorised payment by the end of the next working day after the day you tell us about the payment. We'll also refund as soon as practicable any charges and interest you've paid, and any interest you've missed out on. You won't have any further claim against us.

If the account belongs to a sole trader, unincorporated entity or partnership of three partners or fewer (not all of whom are bodies corporate) and the unauthorised transaction leaves the account from an overdraft, the 13-month timeframe for you to tell us won't apply and your right to a refund might be slightly different. In these cases, we may take slightly longer before we refund you. We won't consider whether you've been careless in what you've done, but we won't refund you if money has been taken by someone you gave your payment tools to.

If we discover you were not entitled to a refund or the wrong amount was refunded, we may reverse or adjust the refund and re-charge any charges or interest (or both) you owe us.

#### **Unauthorised cheques**

You must do all you can, within reason, to keep your cheques safe from being used by other people. If you lose a cheque or it's stolen, you should tell us immediately.

If you tell us that you didn't authorise a cheque payment, we may look into your claim further before giving the money back. If we agree with what you told us, we'll refund the amount due to you within a reasonable period of time. This will include any charges or interest you paid as a result of the unauthorised payment, and any interest we should have paid you on the money.

#### Cheques that don't belong to you

If you pay into your account a cheque that is not addressed to you and we receive a claim about it, we'll debit your account with the cheque amount and any costs we have reasonably incurred because of the claim.

#### If you've been the victim of an APP scam

If you think you are the victim of an APP scam, tell us as soon as possible.

If you're a Microenterprise or a Charity, we'll refund you within five working days from when you tell us about the scam. If we need more information to investigate, it could take up to 35 working days. We'll refund you up to the maximum amount set by our regulators. However, any successful claims may be subject to an excess.

There are certain situations where we might not refund you, for example:

- You've ignored a warning from us, the police or an authority that you might be a victim of a scam.
- You haven't reported the scam to us promptly when you became aware of it.
- You haven't responded to our requests for information to help us investigate.

For your claim to be considered, you'll need to tell us within 13 months of the date of the last scam payment.

For further information, visit <u>www.barclays.co.uk/scamclaims</u> As the rules regarding how we must handle APP scam claims may change from time to time, our website will have the most up-to-date information.

#### What is an Authorised Push Payment (APP) scam?

An Authorised Push Payment (APP) scam is a payment you make in sterling to another account in the UK through Faster Payments or CHAPS, where:

- you intended to transfer money but were deceived into paying the wrong person (for example, you thought you were paying your bank but the account actually belonged to a fraudster), or
- your payment for what you thought was a legitimate purpose turned out to be fraudulent.

Contact us if you've been the victim of an APP scam:

- 0345 050 4585<sup>\*</sup>
- +44 160 452 9410<sup>•</sup> from outside the UK.

(See Call monitoring and charges information.)

If you made the suspected scam payment through our Barclays.Net, iPortal/BACS/ File Gateway/BMAP/Virtual Accounts channels, you can also contact our specialist team:

- via Barclays.Net, iPortal/BACS/File Gateway/BMAP/ Virtual Accounts
- 0330 058 2920
- +44 1604 529 666 from outside the UK.

(See Call monitoring and charges information.)

#### If money is paid into your account by mistake

Rarely, a payment could go into someone's account by mistake. If this happens to you, we can do either of two things.

- We can take back the payment from your account.
- We can put a hold on the money so you can't spend it.

We don't have to tell you before we take either action even if we've let you make a payment or withdraw cash against it. We may also share details about you and the incorrect payment to the bank that sent it, to help them recover the money. So do please check your accounts regularly to make sure everything is correct.



### If you've been charged more than you expected for a transaction

Sometimes you can agree that someone else can take money from your account without knowing how much the payment is going to be. Sometimes, these payments could be for more than you expected. If this happens, you can ask us for a refund if you meet all the following conditions.

- You made the payment in the UK or the EEA.
- Your authorisation didn't specify the exact amount.
- The payment was more than you could reasonably have expected to pay. We check this based on the circumstances, including the kinds of payment you've made before.
- You ask for the refund within eight weeks of the date the money left your account.

We may ask for more information that we think is reasonably necessary to help us decide what to do. You must give us this information as quickly as you can.

We'll refund you within 10 working days from when you ask us, or from when we get any information we ask for. We'll make sure any interest we pay or refund dates back to when the money left your account. If we can't give you a refund, we'll tell you why.

If you set up payments from your account using the UK Direct Debit Scheme or SEPA Direct Debit Scheme, then the refund right provided by those schemes will apply instead of the terms above. You get details of those rights on the direct-debit form or confirmation. For these payments, we'll refund you if there has been an error in the way the payment has been collected, for example the payment has been taken at the wrong time. However, if you have a commercial dispute with someone who has collected direct debits from your account, for example, you disagree over the amount you have been charged, you must take this up with the person or company who is taking the money. If you have received a refund from us which you are not entitled to, you may have to pay it back.

#### If you have a loss you want to reclaim from us

If you have suffered any loss or damage because of something we've done, or didn't do when we should have, you'll generally be able to reclaim the loss from us. However, there are exceptions. You cannot reclaim if:

- you're claiming for loss of business, loss of goodwill, loss of opportunity or loss of profit. We won't be liable for these in any circumstances
- the law sets a different level of liability
- you have acted fraudulently or with gross negligence
- you're in breach of this agreement
- we haven't followed an instruction from you for a reason we give in this agreement
- any of the details you gave us were wrong or insufficient. This would include you giving us the wrong account number when making a payment, for example
- our failure or delay in making a payment was due to abnormal and unforeseeable circumstances outside our control, which meant we couldn't follow this agreement despite our best efforts to do so. Examples of where this might happen are a hardware breakdown, strike, a major problem with a payment system, or a third party's act, omission or delay
- there was no way we could have reasonably predicted your loss when you gave us the instruction
- you're asking us to refund the amount of a cheque we paid even though you had post-dated it.

None of these exceptions will apply, and nothing else in this agreement will stop us being liable, if:

- we act fraudulently
- we act with gross negligence
- we are at fault and the law does not allow us to exclude or limit our liability.

#### Reclaiming costs from you

If you break this agreement and it creates costs for us, we can claim reasonable costs from you. This could include the costs of tracing you and taking steps to deal with the issue, and enforcing the payment of any money you owe us. It could include charges for our services you haven't yet paid. We'll also charge for communicating with you about what's happened.



You can get this in Braille, large print or audio by calling **0800 400 100<sup>\*</sup>**. Barclays welcomes calls via Relay UK and SignVideo. Visit <u>barclays.co.uk/accessibility</u> for more information.

#### \*Call monitoring and charges information

Calls may be monitored or recorded for quality and training purposes. Calls to 0800 numbers are free if made from a UK landline. Calls to 03 numbers are charged at the same rate as calls to 01 and 02 landlines. These will count towards any inclusive minutes you have covering calls to landline numbers. Charges may apply when calling from abroad.

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