

# Customer Agreement

Effective from 01 January 2016

## 1. How this agreement works and what it covers

1.1 This agreement applies to the business accounts and banking related services we provide in the United Kingdom in connection with those accounts. It sets out the obligations we have to you, as a business customer of Barclays Bank, and the obligations you have to us. It is made up of:

- (a) the general conditions set out below;
- (b) application form or appointment of bankers signed by you; and
- (c) additional conditions.

Additional conditions include our interest rates and charges, other terms, and any contractual terms in user guides, which only apply to a particular account or service. We will tell you what the additional conditions are when you open an account or apply for a new service. They may be set out in the application form for the product, on our website or in leaflets (such as leaflets we give you that explain our charges). If the additional conditions conflict with the general conditions, the additional conditions will apply.

1.2 This agreement applies to business accounts and banking services you ask us to provide for the purpose of a business, club, charity, society or other form of association, including:

- (a) our current accounts, overdrafts, most savings/liquidity accounts and the services we provide which give you remote or direct access to our banking services; and
- (b) foreign currency accounts. (The amounts paid into a foreign currency account are held for us by a bank we choose in the country of that currency and are subject to any local practices (including working days) and laws. If there is any conflict between local laws and our obligations under this agreement the local laws will apply).

1.3 This agreement does not apply to:

- (a) any debt/lending products (other than overdrafts) or to any Barclaycard products; or
- (b) bank accounts and any banking related services or products provided to personal customers.

Where this agreement does not apply, you will usually need a separate agreement with us. Condition 10 of this Business Customer Agreement (Using information about you) applies to our relationship with you and is not limited to the products and services covered by this agreement.

1.4 In this agreement:

- (a) “we”, “us” and “our” mean Barclays Bank PLC and “Barclays Group” means us, our parent company and any companies we or our parent company totally or partly own at any time;
- (b) “you” and “your” mean any customer (whether a natural person or legal entity, for example a sole trader, company or partnership) operating an account with us. Where an account is operated by more than one person or has more than one account holder or signatory, “you” or “your” refers to any one, both or all of you depending on the context.

Some other words we use have a special meaning which we explain when we first use them. Condition 17 tells you where to find words which are used in several different places in the agreement.

- 1.5 You can ask us for a copy of this agreement and any additional conditions at any time.

## General Conditions

### 2. Contacting each other

- 2.1 We will contact you by post, telephone or electronically using the details you have given us. When we use the words “electronically” or “electronic” in this agreement we mean any form of message made through any electronic service that we provide to you or by any type of telecommunication, digital or IT device (including the internet, email and SMS).

Where we communicate with you electronically we will send you important messages on matters that relate to your account using texts, email and other digital methods (for example, if we suspect fraud on your account, or to give you information about your account(s) with us, including notifying you of changes). Where we hold your mobile number or email we will send you a text, email or other electronic message reminding you to view the message, when that is legally required or we reasonably think it is appropriate.

Certain forms of communication are not completely secure and you must take adequate precautions to ensure that others do not access, read or use your information without your consent. We are not liable if due to circumstances beyond our reasonable control, communications are intercepted, delayed, corrupted, not received or received by persons other than you.

- 2.2 We will send information to you using the most recent address or mobile number that we have for you. If you don't tell us promptly about a change in your details, you may not receive information that may be important – or it could fall into the wrong hands. If you don't keep these details up to date, your eligibility for your accounts, the products and services we offer you, or how they work might also be affected.
- 2.3 You can contact us by post or telephone using the details we give you, in person, or through electronic banking. (“Electronic banking” means any banking service we offer which you can access by computer or a mobile device which has the necessary functionality, and includes our online banking service). You can also contact us by other electronic methods (including email and fax) if we agree that with you. We will tell you if our details change. If you send us an email, you should not assume we have received it unless we acknowledge or otherwise act on it.
- 2.4 We may record or monitor telephone calls and monitor electronic communications between us and you (including emails) for training purposes, so that we can check instructions and/or verify our dealings with you, to make sure that we are meeting our service standards, and to analyse, assess and improve our services to customers. For security and to prevent and detect crime we may use CCTV in and around our premises to monitor and collect images or recordings of your voice (or both).

### 3. Following your instructions

3.1 You can instruct us to:

- (a) make payments (for example, by direct debit, cheque or direct transfer) or cash withdrawals (this type of instruction is a "Payment Order");
- (b) give you information about your accounts;
- (c) open new accounts or close existing accounts; or
- (d) take any other action on your accounts.

This condition explains how you can give us instructions and the steps we will take before we act on any instruction. Condition 4 sets out some additional terms that apply only to Payment Orders.

3.2 You can give us instructions by electronic banking (or any other electronic method we offer you), by telephone, in writing or using a card. There may be limits on the way that you can give us instructions.

3.3 If you authorise another person to give instructions on your accounts or operate them for you (for example any officers or other authorised signatories):

- (a) we will deal with that person as if he or she were you for the purposes of this agreement. This means that the checks we carry out to make sure that instructions are genuine will be checks relating to that individual only and, where relevant, will require the use of Payment Instruments that are personal to him or her (and references to carrying out checks about you will include carrying out checks about that person). The authorised person must comply with your obligations under this agreement as if they were you, and
- (b) in the event that you have any right, claim or action against any authorised person arising from their use of your accounts, you shall pursue such right, claim or action independently of, and without recourse to us. You will fully indemnify and defend us against all claims, liability, damages, costs and expenses, including legal fees, arising out of a breach of this agreement by any authorised person nominated by you or any unlawful use of the accounts and services with us by the authorised person. This provision shall not apply to the extent that the authorised person's use of your accounts, or breach, is as a result of, or made possible by, us breaking this agreement.

3.4 Before we will act on an instruction, we will take steps designed to check that the instruction is:

- genuine (in other words given by you);
- complete (in other words it contains all necessary information); and
- clear.

3.5 We will treat an instruction as genuine if we are satisfied that any person acting on your behalf is authorised by you, and:

- the instruction is given in a document (for example a cheque) that has a signature on it which we reasonably believe is your signature; or
- we are satisfied that you are who you say you are when you give us instructions in person, at a branch; or
- where necessary, the Payment Instrument we have given you or agreed with you has been used.

A "Payment Instrument" is personal to you and can be either:

- (i) a physical device, like a card; or
- (ii) a set of procedures involving, for example, the use of passwords, security keys, cards, personal identifier(s), codes (such as Mobile PINsentry), Personal Identification Numbers (PINs) or biometric data; or
- (iii) a physical device and a set of procedures (such as a terminal used with a password or a card used with a PIN).

We may introduce new or different Payment Instruments in the future. We may, for example, change the card scheme we use for our cards or the functionality of cards and other devices. Where the change does not affect the terms of this agreement we can do this without telling you in advance.

3.6 You must do all that you reasonably can to make sure that, if the Payment Instrument is a device, it is kept secure, or, if it is a password or PIN (or something similar), it is kept secret. In particular, it is important that you follow any security instructions (including technical requirements) we give you.

3.7 You must not give anyone else your Payment Instrument or any information about your Payment Instrument that would enable them to use it. For example, this means you should not store information on a mobile phone, personal organiser, browser or other hardware or software that would allow anyone using the same equipment to see the stored details. In addition you must:

- (a) try to remember any personal identifiers such as a code or PIN;
- (b) destroy the written details we send you and never record them in a way that might be recognised by someone else; and
- (c) change your PIN frequently.

3.8 If you think someone else may be able to use, or has used, your Payment Instrument (for example your password), you must tell us as soon as you can by telephoning the number displayed in our branches or on your statement, or advised to you from time to time. If we ask, you must give us any information you know about the misuse of the Payment Instrument. We will pass this to the police if we think that will be useful.

3.9 We may stop or suspend the use of a Payment Instrument, if we reasonably consider it necessary:

- to protect the security of the Payment Instrument; or
- because we suspect that there may be unauthorised or fraudulent use of the Payment Instrument; or
- where you have credit facilities or use the Payment Instrument in order to go into an unauthorised overdraft, because we reasonably believe that there has been a significantly increased risk that you will be unable to repay the credit facilities. If we do this we may require you to return Payment Instruments we have given you.

3.10 Except where we have agreed with you that we will use a specific payment system, we will send your payments through the payment system we normally use for that type of payment (for example, most immediate sterling payments will be sent through the Faster Payments Service subject to financial limits). We can refuse to act on a Payment Order if the designated beneficiary account is not able to accept payments through the payment system we normally use. In this case we will try to contact you as soon as possible to discuss alternative ways to make the payment (depending on the method used, there may be a charge for using an alternative method).

3.11 We can refuse to act on any instruction (including a Payment Order) or accept a payment into your account if we reasonably believe that:

- by carrying out the instruction we might break a law, regulation, code or other duty which applies to us; or
- any of the conditions set out in conditions 3.4 or 3.5 will not be met.

3.12 We can also refuse to act on any instruction (including a Payment Order) or accept a payment into your account if:

- (a) we reasonably believe that doing so might expose us (or another Barclays Group company) to action or censure from any government, regulator or law enforcement agency; or
- (b) it is for a payment to or from, or you are trying to make a card payment in, certain countries, details of which are available from your usual Barclays contact.

3.13 Before we carry out an instruction (including a Payment Order) or accept a payment into your account, we will consider whether doing so is likely to damage our reputation. If we reasonably believe that it may damage our reputation we will refuse to act on the instruction or accept the payment.

3.14 Unless the law prevents us from doing so, we will try to contact you

to tell you if we refuse to act on any instruction, the reasons for refusing it and what you can do to put right any errors in the instruction. We will do this at the earliest opportunity and, in the case of a Payment Order, by the time the payment should have reached the bank you asked us to make the payment to. You can also contact us to find out why we have refused to carry out your instruction, and we may charge you if you request a written confirmation of this.

- 3.15 We may assume that the information given in an instruction is correct, unless we are aware of an obvious error. In particular, we may assume the account number quoted in any instruction is the correct account number to be debited or credited. We will not be liable to you for any loss caused if you give us incorrect instructions.
- 3.16 Instructions have to be given by the relevant “Cut-off Time” on a “Working Day”. Although some of our branches are open at weekends and we may provide certain electronic and telephone services that can be accessed 7 days a week, we cannot usually act on Payment Orders or make payments into accounts at weekends or on public holidays. “Working Day”, for the purpose of making or receiving payments, therefore means Mondays to Fridays (excluding public holidays). The Cut-off Time is the time, towards the end of the Working Day, by which we must receive all Payment Orders and payments into the account (including cash) if they are to be processed that day. Different Cut-off Times may apply for different currencies. We will tell you the Cut-off Times for telephone and electronic instructions.

You can ask each branch for the Cut-off Time that applies to that branch. If we provide additional services which allow instructions to be given by other means (such as fax) we will tell you the relevant Cut-off Times for those instructions.

#### 4. Payment orders and payments into your account

##### Payments into your account

- 4.1 You agree that we can deduct any applicable charges from a payment before we add it to your account.
- 4.2 The timing of payments into your accounts depends on how the payment is made and where it has come from. Although payments made into an account on a non-Working Day will not generally be processed by us until the following Working Day, in certain circumstances (such as where they are made through online banking) they will be shown on your account and will be available to use on that day but will be dated the following Working Day. However, where applicable, interest will not begin to be payable until the following Working Day.

##### (a) Cash payments

Cash received by us in euro, sterling or the currency of another EEA country (where we provide the service to you) before the Cut-off Time on a Working Day will be available for you to use immediately if paid into an account denominated in the same currency. You can ask us for the times that apply to payments in other currencies or to accounts denominated in other currencies. (An EEA country is a country in the European Economic Area, which is all the countries in the European Union and Iceland, Norway and Liechtenstein.)

We offer a number of ways for you to pay in cash. When we receive the cash depends on how you pay it in.

Cash paid in	Received by us
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, or through a self-service machine	When the money is counted (we, or a notice on the machine, will tell you when this will happen)
Through a night safe	When the money is counted (this will be the start of the following Working Day unless we tell you otherwise)
Together with other non-cash credits (for example where cash is paid together with a cheque on the same credit slip)	At the end of the day (we will tell you if this will happen sooner)

If you deposit cash over the counter at a Barclays branch in a different country to the country where we hold your account, we must first transfer it to the country where we hold the account. You can ask us when it will be received into your account.

- (b) Cheques (and other paper-based payments) payable in sterling and drawn on a UK bank (which includes banks in the Channel Islands, Isle of Man and Gibraltar)

If you send us a cheque or pay it in at a Barclays branch, the funds will be available, and the cheque cannot be returned unpaid as follows:

Cheque received by Barclays	Funds available	Cheque cannot be returned unpaid
Day 0	Start of Working Day 4	Close of Working Day 6

- (c) Cheques (and other paper-based payments) not payable in sterling

- (i) If you want to pay a cheque into your account and the cheque is in euro or US dollars, we may be able to obtain payment by putting the cheque into the euro or US dollar clearing system.
- (ii) If the cheque is drawn on a non-UK bank, you must sign the cheque on the back, using the name given on the front of the cheque, and send it to us or pay it in at a Barclays branch.
- (iii) It is not possible to obtain payment for cheques payable by all non-UK banks. If it is possible, we will decide to collect the cheque or negotiate it. If we collect the cheque we will send it to the paying bank for you and we will only pay the amount of the cheque or, if it is in a foreign currency and you do not have an account with us in that foreign currency, the amount of the cheque converted into sterling when we get payment from the paying bank. The time this takes depends on each bank and the country it is based in. If we negotiate the cheque we pay the amount of the cheque or the amount converted into sterling, less our charges, into your account before we receive the payment from the paying bank. We will do this on a date we agree with you.
- (iv) Whether we collect or negotiate the cheque, if the bank later returns the cheque or asks for the money to be returned, we will take out of your account the amount we paid in for the cheque. The amount we take out will be different to the amount we paid in if the exchange rate has changed and because we will take out of the account our charges and any costs we have had to pay for trying to get payment for you.

- (d) **Electronic payments into sterling or euro accounts and made in sterling or euro (for example direct sterling credits into a sterling account)**

An electronic payment received by us in sterling or euro before the Cut-off Time on a Working Day will be available for you to use immediately.

- (e) **Other electronic payments (for example direct credits into an account)**

If you ask us, we will tell you when payments, other than those listed above, will be available for you to use.

### General terms for Payment Orders

4.3 When you give us a Payment Order you must:

- (a) if the Payment Order is for making a payment to another account, tell us the account name, account number, the sort-code for the account (for payments in the UK) and any other information we ask for so that we can make the payment; and
- (b) have Funds Available to make the payment at the end of the Working Day before it is due to be made.

We will assume that you have agreed to us acting on the Payment Order if we have checked that the instruction is genuine.

4.4 In deciding whether you have Funds Available to make the payment, we look at the following things:

- £ The balance of your account.
- +
- + The amount of your overdraft, if you have one
- + Any cheques paid into your account that we are treating as available for you to use.
- 
- The total amount of the immediate payments you have asked us to make from the account that have not yet been paid (including any debit card payments we have authorised).
- =
- = If there is enough money, we'll make the payment.

We do not have to take account of regular credits or any amounts received after we have decided not to make the payment.

4.5 If you try to make any payment from your account when you do not have Funds Available for it, or we have reasonable grounds to believe that you will not have Funds Available on the date that we will take the payment from your account, we will refuse to make the payment unless we agree to provide an unauthorised overdraft to cover the payment (see condition 5).

We may at any time ask you to provide full cash cover for 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.

4.6 If on any day you ask us to make two or more payments from an account but you do not have Funds Available to make all of them and we decide not to provide an unauthorised overdraft in relation to some or all of the payments, we will decide which payments to make and which to refuse, but we will try to refuse as few as possible so that you pay fewer charges for returning the payments. We cannot, however, guarantee to do this and we cannot guarantee that this will result in us making the payments that are most important to you.

4.7 Sometimes a payment is recalled by the bank that made it (for example, because that bank's customer did not have enough money for the payment) and sometimes a payment is made into your account by mistake. If this happens, we will take the payment out of your account, even if we allowed you to make a payment or to take cash on the assumption that the payment would not be recalled. If this results in your account going overdrawn when you do not have an agreed overdraft on the account, or going over the limit we have set for an agreed overdraft, you will have to pay interest.

4.8 To make an international payment, we may have to route it through other banks. If this is the case, we will use a bank that is either chosen:

- by us; or
- by a bank in the country the payment is being sent to; and/or
- where you have asked us to make the payment in a foreign currency, by a bank in the country where that currency is the national currency.

4.9 In making an international payment we are acting for you. You must ensure that both you and the person receiving the payment comply with any local laws in relation to the payment. If you do not do this and, as a result, we have to pay any costs or expenses because we were acting for you in relation to the payment, you must reimburse us for them, and for any losses or costs we reasonably incur, and take any steps necessary to put us in the position we would have been in had we not made the payment for you.

### Payment Orders (except Payment Orders made by cheque)

4.10 If we receive a Payment Order before the relevant Cut-off Time on any Working Day, we will process it on that day unless you have asked us to make it on a future date specified in your Payment Order, in which case we will process it on that date. Payment Orders and payments received after the Cut-off Time or on (or for) a non-Working Day will be processed on the next Working Day.

4.11 If you are making a payment in an EEA currency to a person with an account at a bank in the EEA, we will make sure that the amount of each payment you ask us to make will reach that person's bank no later than:

- (a) 1 Working Day after we received your Payment Order, if the payment is to a person with an account:
- (i) at a bank in the UK, and the payment is in sterling or euro; or
  - (ii) at a bank in another country within the EEA, and the payment is in euro; or
- (b) 4 Working Days after we received your Payment Order, in all other cases.

The bank receiving the payment from us is required by law to pay it into its customer's account on the day it receives the payment from us.

4.12 If you are making a payment to a person with an account at a bank not in the EEA or in a currency which is not an EEA currency, we will give you an indication of the date on which the payment should be received by that bank (and you can ask us for such an indication at any time). This does not mean that the person the payment is being sent to will receive the payment that day. This will depend on the banking practice of the country concerned.

4.13 When you give us an international Payment Order, we will ask you for certain information (including the SWIFTBIC or IBAN) to enable us to identify the bank and account into which the payment should be made. If you do not provide this information or provide additional information which is not required, we will try to obtain the information ourselves or work out what information is relevant and will make an additional charge to cover our costs in doing so. If you provide inaccurate information and the payment goes missing as a result, we will make reasonable efforts to recover the funds and reserve the right to levy an additional charge to cover our costs in doing so. Any additional charge will be notified to you. (SWIFTBIC is the abbreviation for Society for Worldwide Interbank Financial Telecommunications Bank Identifier Code. IBAN is the abbreviation for International Bank Account Number.)

4.14 If you ask us to make an international payment we will convert it into the currency of the country the payment is being sent to before we send it unless you tell us otherwise. You agree to us including your name and address within the payment instruction, so that we may comply with international and foreign payment regulations and requirements.

4.15 We may apply financial and other limits to Payment Orders given using a Payment Instrument or, for payments by card, contactless technology. We will tell you what these limits are and may change them.

4.16 To manage our risk, we also apply internal controls, including limits, to certain types of payment. We change these as necessary but, for security purposes, we do not disclose them.

- 4.17 If we receive any Payment Order and:
- (a) we are reasonably concerned that it may not have come from you; or
  - (b) it is for more than a limit we set for security purposes; or
  - (c) for some other reason, such as suspected fraud, we want to check the Payment Order with you, we can ask you to confirm it (either in writing or verbally) and will not act on it until you have confirmed it. In this case, you must confirm the Payment Order as soon as possible to avoid any delay by us in acting on it. We will not make the payment until that information is provided.
- 4.18 Unless we agree otherwise, when you give us a Payment Order, we will decide, acting reasonably, how the payment will be sent. If we use an external payment system for sending a payment you:
- (a) authorise us (if we think it necessary) to register you as a service user of that system and to allocate a service user number to you;
  - (b) agree to comply with applicable requirements of that system which we notify you of; and
  - (c) will obtain and maintain all necessary licences, consents, permissions and authorisations necessary or appropriate in relation to the use of that system by you or by us for you.

#### When we can change or cancel Payment Orders

4.19 The position for changing or cancelling Payment Orders is as follows:

- (a) Payments you have instructed us to action immediately:
 

We cannot change or cancel a Payment Order given by telephone or electronically because we start processing it when we receive it. However, where we execute a payment through an external payment system we may, in some circumstances, be able to extract or recall a payment before it is processed. If you ask, we will use our reasonable efforts to do this. We will charge you to do so. We cannot cancel a payment made using a card once you have given your consent to make the payment to a third party. This can only be done with the consent of the third party.
- (b) Future payments made by debit card:
 

You can cancel these either by telling the third party taking the payments or by telling us that you have stopped permission for the payments. If you tell us, you must do so on or before the last Working Day before the date on which the payment was due to be made.
- (c) Other payments you have instructed us to make in the future (e.g. payments by standing order and direct debit):
 

You can cancel these payments on or before the last Working Day before the date on which the payment was due to be made. We may charge you to do so.

Unless otherwise provided in this agreement, you acknowledge that Payment Orders you give us are irrevocable and can be relied on by us in making payments and discharging our obligations to any external payment systems.

#### Refunds for incorrect payments

- 4.20 If you ask us to make a payment to an account at another bank and that bank says that it did not receive the payment, we will (without undue delay) refund the amount of the payment and return your account to the position it would have been in if the payment had not been made, except in the following cases:
- (a) There was a mistake in any of the details contained in the Payment Order you gave us. If this is the case, we will make reasonable efforts to recover the funds. We reserve the right to levy an additional charge to cover our costs in doing so. We will tell you the amount of the additional charge before we take the action.
  - (b) We can show that the payment was received by the other person's bank. In this case, that bank may be required by law to make the payment immediately to that person.

#### Refunds of unspecified payment amounts within the EEA

- 4.21 Where you have agreed that another person can take a payment out of your account (for example if you have given your debit card details to a third party in the EEA for the purpose of making a payment), you can ask us to refund a payment if all the conditions set out below are satisfied. We may ask you to provide information which is reasonably necessary to investigate whether or not you are entitled to the refund. We will refund you the payment within 10 Working Days of receiving your request, or of receiving any further information we have requested, or we will inform you of our reasons for refusing the refund. The conditions are that:
- (a) you made the payment in the EEA and in euro, sterling or the currency of another EEA country;
  - (b) the authorisation you gave did not specify the exact amount to be paid;
  - (c) the amount that has been requested was more than you could reasonably have expected to pay, based on the circumstances, including your previous spending patterns; and
  - (d) you make the refund request within eight weeks of the date when the payment was made from your account.

#### Direct debit refunds

- 4.22 If you have instructed us to make payments requested by third parties under the UK Direct Debit Scheme, we will provide refunds for any error made in accordance with the terms of the Direct Debit Guarantee (set out on the Direct Debit form or Direct Debit confirmation).
- 4.23 If you have instructed us to make payments requested by third parties under the SEPA Direct Debit Core Scheme we will provide refunds in accordance with the terms of the scheme. SEPA is the abbreviation for Single Euro Payments Area.

#### Payment Orders made by cheque

- 4.24 You must complete cheques so that they are not easy to alter and you must not put a date on your cheques which is after the date of signature. If you do, we will not be liable for any loss to you as a result of us paying a cheque before the date you have put on it.
- 4.25 You can stop a cheque before it has been presented to us for payment. We will make a charge for stopping a cheque on certain accounts. Please see our charges leaflets for details.
- 4.26 If you pay a cheque into your account which does not belong to you and we receive a claim relating to that cheque, we may debit your account with the amount of the cheque and any costs we have reasonably incurred as a result of the claim.
- 4.27 We may pay a cheque you have written on your account even if it is not sent to us for payment within six months of the date on the cheque. This means that, if you are asked to write another cheque because the first one you wrote seems to have been lost, you should ask us to stop the first cheque to avoid making the same payment twice.

#### 5. Overdrafts

- 5.1 If you think that you may need to borrow on your current account, you must ask whether we can set up an overdraft. The terms of the overdraft will be agreed in the facility letter we send to you.
- 5.2 If you seek to make a payment which would exceed the Funds Available in your account (including any agreed overdraft) condition 6.6 will apply.
- 5.3 Unless we tell you, or agree with you otherwise, any sum credited to your account will be applied to any fees (including any insurance premiums we debit to your account) you owe us before your overdraft balance. You cannot make a payment into your account to repay a particular payment or type of payment or to reduce the amount you owe us in any different order.

## 6. Interest and charges

### General provisions relating to interest and charges

- 6.1 We generally work out interest at the end of each day taking into account Payment Orders we have carried out that day for you and payments received into your account. This is generally based on a 365 day year but may be based on a shorter period for accounts held in certain currencies other than sterling. We will tell you in the additional conditions if a shorter period applies. If we work out interest differently on a particular product, we will tell you in the additional conditions for that product.
- 6.2 We pay interest into your account (or another account we agree with you) and take interest and charges you owe us out of your account (or another account we agree with you). We state in our charges leaflets when we will do this.

### When interest is payable on interest-bearing accounts

- 6.3 When we start to pay interest on payments made into the account depends on how the payment is made and the account you are paying it into.

Payment received before the Cut-off Time on a Working Day	Interest payable from
Cash Electronic payments	The day received
Cheque payable in sterling and paid in at a Barclays branch	Two Working Days after cheque paid in
Cheque payable in a currency other than sterling or drawn on a non-UK bank	The day we receive or pay the amount of the cheque

- 6.4 Because we sometimes treat payments as added to your account for the purpose of working out interest before we have actually received the amount of the payment, the amount shown on your statement is not always the same as the amount which is available for you to use under condition 4.
- 6.5 We will normally deduct tax at the appropriate rate on interest before we pay it to you unless we are permitted by law to pay interest without deducting tax. We will only pay interest without deducting tax under this condition if we have received a request from you and you have completed the appropriate documents.

### Charges

- 6.6 If you try to make any payment from your account and you do not have the Funds Available for it (as set out in conditions 4 and 5) we will treat this as a request to make or extend use of our unauthorised overdraft facilities and will charge you a fee as follows:
- if we accept your request and make the payment, you will incur a Paid Referral Fee as set out in our charges leaflets; or
  - if we decline your request and an item is returned, you will incur an Unpaid Fee, as set out in our charges leaflets, for considering the requested payment and for dealing with the bank the payment would have been sent to. Interest will be charged on an unauthorised overdraft at the rate set out in our charges leaflets.
- 6.7 Unpaid Fees will be applied to your account immediately but we will give you at least fourteen days' notice before applying the Paid Referral Fee to your account. The number of Paid Referral Fees and Unpaid Fees you incur may be limited and where limits are set these details will be set out in our charges leaflets.
- 6.8 In addition to the charges set out above, we will charge for other services you use (for example copies of statements, transaction charges on some types of payment and charges for our borrowing services) as set out in our charges leaflets. We may vary the interest rates and charges for our services under condition 13.
- 6.9 There may be other taxes or costs that are not paid through us or imposed by us that you have to pay in connection with your account.

### Exchange rates and charges on foreign currency payments

- 6.10 If you ask us to make a payment in a foreign currency or we receive a payment into your account in a foreign currency, we will use our reference exchange rate for that currency unless we have agreed otherwise with you or have agreed a forward exchange contract. We have different reference exchange rates for different transaction types. You can ask us for the current reference exchange rate, and any other charges that would apply to a particular transaction, at any time by telephone or through your usual contact.
- 6.11 All card payments made in a currency other than sterling will be converted into sterling by the card scheme (e.g. Visa or MasterCard) on the date it processes the transaction, using the exchange rate it uses for all sterling based accounts (this rate is available on request), and a percentage commission which we set on the amount of the payment. This rate may not be the same as the rate that applied on the date the transaction was made, if the payment is processed by the card scheme after that date.

## 7. Information we must give you and you must give us

- 7.1 We will make information about individual payments paid into and out of your account available at all times, through online banking (including via our mobile app), telephone banking or by asking in a branch or using an ATM. You can also ask us to provide this information in writing by telephone. The information will include details of any interest payable, and details of any charges made or exchange rates used in relation to the transaction.
- 7.2 In addition, we will put the same information on regular statements we will provide or make available to you (including through online banking), and you can ask for an extra or copy statement at any time. Any charges for these services will be set out in our charges leaflets.
- 7.3 You are responsible for checking the information we give you and must tell us as soon as you can if it includes something which appears to you to be wrong or if a payment was not made in accordance with your instructions.
- 7.4 You must tell us if anyone else has a right to amounts paid in to any of your accounts. For example, if you are operating a client account.

## 8. Set off

- 8.1 If:
- we owe you money on a current, savings, investment or other account or instrument under this agreement or another agreement with us; and
  - you owe us money because you have failed to pay us any amount outstanding on an agreed or unauthorised overdraft, credit card, personal or business loan (including a commercial mortgage) or any other credit agreement you have with us, we may use the money we owe you to reduce or repay the amount you owe us (unless prevented by insolvency law or other laws). This is called set off. We can use this set off right without telling you in advance if we reasonably think you will do something to prevent us from obtaining repayment by set off. If you have told us under condition 7.4 that money you hold on an account in your name is not yours, but someone else's, we will not use the set off rights we have under this agreement against the money in that account.
- 8.2 We can use our set off right where you have accounts which are only in your name as well as other accounts you hold or operate with someone else, as shown in the scenarios below (where "A" is a sole account and

	Scenario 1	Scenario 2	Scenario 3	Scenario 4
Money held on account for:	A	A	A and B	A and B
Can be set off against money owed by:	A	A and B	A and B	A

- 8.3 We can also set off amounts we owe you against amounts you owe other companies or businesses in the Barclays Group and set off amounts other companies or businesses in the Barclays Group owe you against amounts you owe us (unless prevented by insolvency law or other laws).
- 8.4 If we are legally required to hold money in an account in your name for someone else, or pay it to someone else, then unless otherwise required by law we will only hold for, or pay to, that person what is left after we have used our set off rights to repay what you owe us.

## 9. Accounts operated by more than one person

- 9.1 Where an account is held in the name of more than one person (for example a joint account or partnership account) then, unless we have agreed otherwise, the following conditions will apply:
- each of you is separately responsible for complying with the terms of the agreement and you are separately and jointly liable for money owed to us. This means that we have the right to demand repayment of the full amount owed to us, and not just a share of it, from all or any of you; and
  - if one of you dies, the survivor(s) may continue to operate the account and if there is more than one survivor, the provisions of this condition 9 will continue to apply to the account.
- 9.2 Where an account is held by an unincorporated association (such as a club, charity, society or other form of association) then, unless we have agreed otherwise, each authorised signatory is separately responsible for complying with the terms of the agreement and is separately and jointly liable for money owed to us. This means that we have the right to demand repayment of the full amount owed to us, and not just a share of it, from all or any of the authorised signatories.
- 9.3 Where an account is operated by more than one account holder or authorised signatory then, unless we have agreed otherwise, the following conditions will apply:
- Any of you can independently give us instructions in relation to your account, including giving Payment Orders to withdraw some or all of the money in an account, changing contact details or methods, or applying for new products or services. Any instruction given by one of you will commit the rest of you.
  - If there is a dispute between you which we know about, we may insist that both or all of you authorise instructions to us.
  - We will contact only one of you unless there is a specific legal requirement to contact all of you. You can tell us which of you to contact, but if you do not do so, we will contact the first person listed on our records. The person we contact is responsible for sharing the information we send with the other account holders.
  - You may ask us to remove a person (or persons) from a joint account, including by converting it to a sole account. We may require authority from all account holders before doing so. Any person removed from the account will continue to be liable for all obligations and liabilities under the agreement relating to the period before they were removed from the account.
- 9.4 The authorised signatories and/or authorised persons to a Limited Company's or Limited Partnership's account are not responsible for money owed to us unless we have a separate agreement with them.

## 10. Using information about you

- 10.1 In order to provide you with products and services and for regulatory purposes we may need to collect, use, share and store personal and financial information about you, your business, and certain other people connected to your business. We carefully safeguard the information that we hold.

This includes information we:

- obtain from you or third parties, such as joint account holders, credit reference agencies (who may check the information against any particulars on the Electoral Register and any other database (public or private) which they have access to), or fraud prevention agencies. It also includes information that we may obtain from your interactions with us on social media, or other information when you apply for an account, product or service or which you give us at any other time (either in branch, using online banking, telephone banking or a Barclays mobile app); or

- learn from the transactions you make such as the date, amount, currency, payer and payee details and the name and type of supplier you use and the way you use and manage any account or joint account you hold with us.

This information may include, for example, contact information, financial information and details about your health and lifestyle.

- 10.2 We and other members of the Barclays Group will use your information to send you messages by post, telephone, text, email, social media and other digital methods, including for example via our ATMs, mobile apps or online banking services (and new methods that become available in the future). These messages may be to help you to manage your account(s), to notify you of any important regulatory matters or keep you informed about features and benefits of the products that you hold with us or to inform you about products and services (including those of others) which may be of interest to you.

You can ask us to stop or start sending you marketing messages at any time by writing to us, visiting a branch or calling us.

- 10.3 When you apply for a business account or business banking services with us we may:
- check our own records and systems. We check for information about:
    - any other accounts (including any personal accounts) belonging to you or your business partners; and
    - where we think it is necessary, your shareholders (including beneficial owners);
  - request searches from the credit reference agencies. We will ask for searches on:
    - publicly available information about you and your business partners' personal credit behaviour;
    - information about the way you and your business partners have handled any personal borrowings, if your business has three or fewer directors or partners;
    - information about your business, for example, details registered at Companies House;
    - information about your business accounts;
    - the identities of the beneficial owners of your business;
    - if you are a director, your residential address to confirm it is the same as that registered at Companies House; and
    - information about the personal accounts of any "financial associate" of yours. A "financial associate" is someone living at the same address as you with whom you have a personal relationship and manage your finances jointly in a similar way to a spouse or life partner. This does not include temporary arrangements such as students or flatmates or business relationships but will include joint account holders, anyone you have told us is a financial associate of yours, and anyone identified by the credit reference agencies' records as your financial associate (you can apply to the credit reference agencies to ask them to de-link someone who is listed as one of your financial associates); and
  - request searches at fraud prevention agencies. We will ask for searches for information about you, your address(es), your financial associates, your business partners, your business, and the beneficial owners of your business.

Information held about you by the credit reference agencies may already be linked to records relating to your partner or members of your household where a financial "association" has been created. Any enquiry we make at a credit reference agency may be assessed with reference to any "associated" records. Another person's record will be associated with yours when:

- you make a joint application
- you are included in a joint judgement
- you hold a joint credit account
- you advise us of a financial association with another person; or
- if the credit reference agencies have existing, linked or associated records. This association will be taken into account in all future applications by either or both of you and shall continue until one of you applies to the credit reference agencies and is successful in filing a 'disassociation'.

- 10.4 Your business partners need to agree to some of these checks being carried out on them. If you are not authorised to give this agreement on their behalf, they will also need to agree.
- 10.5 We will send the information you give us as part of your application to the credit reference agencies. The credit reference agencies will record the information we give them about you, your application, your business, its shareholders and your business partners. You must make sure your business partners and shareholders (if any) have agreed to you disclosing information about them to us and the credit reference agencies. This may affect your ability to obtain credit.
- 10.6 If false or inaccurate information is provided or fraud is suspected or identified, we will record this. We may also pass information about you to the fraud prevention agencies and other organisations involved in crime and fraud prevention where it may be accessed by law enforcement agencies. The information recorded by fraud prevention agencies may be accessed and used by organisations in the UK and in other countries.
- 10.7 Credit reference agencies will supply the information we have given them about you, your business and your business partners to other organisations. Fraud prevention agencies may do the same. For the ways in which these other organisations may use your information, see condition 10.9. Credit reference agencies may also use your information to undertake periodic statistical analysis, testing and development to develop and ensure the integrity of their existing and future products and services.
- 10.8 We collect your information to provide our products and services to you and inform the development of new improved products and services to meet the needs of our customers. We also use your information for security, identity verification and training, to communicate with you and to comply with the law.

During the application process or in the future, we and other Barclays Group companies may use information about you and your business we obtain from you, the credit reference agencies and the fraud prevention agencies to:

- manage your account(s) with us or with other Barclays companies;
- carry out regulatory checks and meet our obligations to our regulators;
- protect ourselves against harm to our rights and property interests;
- develop and improve our services through assessment and analysis of the information (including credit or behavioural scoring (or both), market and product analysis, and market research). We will also share statistical information with you to help you understand your business performance in comparison to other similar businesses to help you achieve your business ambitions;
- prepare high-level anonymised statistical reports which would contain details such as the percentage of businesses in a geographical area that are exporting. We compile these reports from information about you and other Barclays customers. The information in these reports is never personal and you will never be identifiable from them. We may share these statistical and anonymised reports with third parties including non-Barclays companies;
- prevent and detect fraud, money laundering and other crime (such as identity theft);
- check if you are in the country where your payments are being made in instances where we suspect fraud on your account. We do this by using your mobile phone number to confirm whether your card and mobile device are in or near the same country. This can help prevent fraud on your account and reduce the likelihood of your payments being rejected while you are abroad. We will not use this information for any other purpose. You can ask us to stop applying this fraud protection to your account by writing to us or calling us, and
- improve the relevance of marketing messages we may send you (which you can opt out of as stated in 10.2).

- 10.9 We may also use your information for the additional purposes listed below either during your application process or in the future. Other organisations may use your information for these purposes too where they have received it from the credit reference agencies or the fraud prevention agencies (see condition 10.7):

- making credit assessments, for example decisions about credit and credit-related services for you, your business or your business partners;
- checking the details and verifying your identity and the identities of any other directors, business partners or shareholders (including if any of you apply for other facilities or for all types of insurance proposals or claims);
- for the prevention and detection of money laundering, fraud and other crimes, for example, by checking that details on applications for credit and credit-related or other facilities are correct, and managing and checking the operation of credit and credit-related accounts;
- we may use scoring methods to assess applications and to verify your identity;
- managing your and your business partners' personal credit and credit-related accounts including any other personal or business accounts you have with us;
- locating you and recovering any debts you owe;
- performing statistical analysis and systems tests;
- activities where we, or third parties on our behalf, provide you with gifts or gestures of goodwill;
- cross-checking details on policies or claims for all types of insurance; and
- checking details of job applicants and employees.

We may use automated processes when we use your information for any of the purposes listed in this condition or in condition 10.8.

- 10.10 We may share information about you and how you manage your account(s) as follows with:
- other Barclays companies and our relationship partners (such as insurance underwriters, who underwrite some insurance on our behalf) that may be outside the UK.
  - our service providers and agents (including their sub-contractors). This may include, for example, where we pass your details to someone who will print your statements
  - anyone to whom we transfer or may transfer our rights and duties in this agreement.
  - payment-processing service providers and others that help us process your payments.

In addition, we can share your information with:

- your advisers (such as accountants, lawyers, financial or other professional advisers) if you have authorised anyone like this to represent you, or any other person you have told us is authorised to give instructions or to use the account or products or services on your behalf (such as your power of attorney);
- UK and overseas regulators and authorities in connection with their duties (such as crime prevention), for example, because the way certain payments work means the regulator or authority may be able to access payment details (including information about others involved in the payment). In instructing us to make payments you agree to this for yourself and others involved in your payments;
- fraud prevention agencies. In particular, we will always tell fraud prevention agencies if you give us false or fraudulent information. They will also allow other organisations (in the UK or abroad), including law enforcement agencies, to access this information to prevent and detect fraud, money laundering or other crimes. You can write to us at Barclays, Leicester, LE87 2BB for the details of the fraud prevention agencies with which we share information;
- any third party after a restructure, sale or acquisition of any Barclays company, as long as that person uses your information for the same purposes as it was originally given to us or used by us (or both), and
- credit reference agencies

We may also share your information if we have a duty to do so or if the law allows us to.



Otherwise we will keep information about you, your business, your business partners, your financial associates and your account(s) confidential unless we have a duty to disclose it or law or regulation allows us to do so for legitimate business purposes.

- 10.11 Where we are sharing information with a person, office, branch or organisation located in another country, we will ensure they agree to apply equivalent levels of protection as we do. If this is not possible, for example, because we are required by law to disclose information, we will ensure the sharing of that information is lawful.
- 10.12 We may use your data to offer your business other products or services, but only where you allow us to do so. We will never pass your information to a third party for them to use in their own direct marketing without your consent.
- 10.13 We will retain information about you after the closure of your account, if your application for an account or product is declined or if you decide not to go ahead with it we will keep your information afterwards. We may also continue to collect and use information from credit reference agencies as described in this agreement after your account is closed. This information will be held and used for as long as permitted for legal, regulatory, fraud prevention and legitimate business purposes.
- 10.14 If you borrow or may borrow from us we will give details of your business account to the credit reference agencies. This includes the name of your business account, the people authorised to operate it and how you use and manage it. If you have borrowed from us and do not repay an amount that you owe us, we will use the information we hold about you to help us locate you and recover payment. We will also tell the credit reference agencies if you have borrowed and have not repaid in full and on time.
- 10.15 When we request a search from a credit reference agency, the credit reference agency will:
- create a record of your business' name, address and owners if it does not have one already;
  - note on its records about your business that we requested a credit search. This will happen whether or not your application with us ultimately proceeds;
  - make searches on both the business and personal credit records of any individuals, directors, owners, shareholders, partners or financial associates that we have asked the credit reference agencies to search. The search will be retained by the credit reference agencies and will also be seen by other organisations and may affect your ability to obtain credit within a short period of time;
  - create links in its records between previous and subsequent names you have provided in relation to yourself or anyone else; and
  - send back to us:
    - information about you, your business partners, your financial associates and your business such as details of previous business and personal credit applications and how accounts have been run;
    - publicly available information such as details of county court judgments, bankruptcies and information from the electoral register;
    - fraud prevention information; and
    - if you or your business partners are directors, confirmation that the residential address(es) you have supplied match those on the Companies House restricted register of directors' addresses. For directors whose addresses are protected under the Companies Act 2006, the address(es) you supply will be checked against the credit reference agency's internal proprietary directory

If we make an enquiry search (rather than a full credit search) this will be seen by other organisations but will not be taken into account as part of any credit assessment.

- 10.16 When we send information to credit reference agencies about your business and its accounts, the credit reference agency will:
- record the information we supply to them, including previous and subsequent trading names of the business linked to the account and details of how the account is run;

- record the amount of any outstanding debts if you have borrowed from us and not repaid in full and on time. They will retain this information for six years after they close their files on you whether you have settled your debt or defaulted; and
- use and supply information about shareholders who beneficially own your business only with their specific consent or for the purpose of checking identities.

10.17 Credit reference agencies will not use information about you to create a blacklist or make a decision. We will not give information about savings accounts to credit reference agencies.

10.18 The information we gather about you may also be used for other purposes where you have given specific permission or, in very limited circumstances, when required by law or permitted by the Data Protection Act 1998.

10.19 You can ask for a copy of the information we hold about you by writing to us. We will charge a fee for this service. For information about the data the credit reference agencies hold about you, you can contact the credit reference agencies. The information they each hold about you may not be the same, so you should consider contacting them all. They will charge you a fee for this service.

- CallCredit, Consumer Services Team, PO Box 491, Leeds LS3 1WZ or call 0870 0601414 (Personal credit data only)
- Equifax PLC, Credit File Advice Centre, PO Box 3001, Bradford BD1 5US or call 0870 010 0583 or log on to [myequifax.co.uk](http://myequifax.co.uk)
- Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0870 241 6212 or log on to [experian.co.uk](http://experian.co.uk).

Please contact us if you want to receive details of the fraud prevention agencies.

#### Sharing information about you with tax authorities abroad

10.20 If we have reason to think that you are required to report your income or are subject to tax in another country, we may have to share information about your accounts with the UK or relevant tax authorities, either directly or via the local tax authority who may share that information with the appropriate tax authorities abroad. If we need to request extra documents or information from you about this, you must supply these. If you don't, you agree that we may close your account, or, if the law or other regulations requires us to do so, you agree that we may withhold parts of certain payments received into your account, and pass withheld funds to the relevant tax authorities (this is more likely if you leave the UK and become resident for tax purposes in another country).

#### Cookies

10.21 We may use cookies and similar technologies on our website and in our emails. Cookies are very small text files that may be stored on your computer or mobile device when you visit a website or enable images or click on a link in an email. These technologies do many different things, such as letting you navigate between web pages efficiently and remembering your preferences. In emails they help us to understand whether you have opened the email and how you have interacted with it. Our websites give you more information on these technologies, how and where we use them and how you can control them.

#### 11. Our liability to you and your liability to us

##### Unauthorised Payments (except cheques)

11.1 Subject to condition 11.2, if you confirm to us that a payment from your account was not authorised in accordance with the conditions of our agreement, we will immediately refund the amount deducted and return your account to the position it would have been in if the unauthorised payment had not taken place. This means, for example, that we will pay any interest due to you on the amount incorrectly deducted and/or refund interest or charges which we deducted as a result of the unauthorised transaction being applied to your account. We will have no further liability to you. We may ask you to confirm in writing that you did not authorise the transaction. If we subsequently discover that you were not entitled to a refund, we shall treat the refund as a mistake and be entitled to reapply the transaction, including any interest and charges, to your account.

- 11.2 If there are reasonable grounds for thinking that you may not be entitled to a refund, we may investigate before giving you a refund. Any investigation will be carried out as quickly as possible in the circumstances and, unless we can show that the transaction was authorised by you or that you are liable for the transaction under condition 11.3, we will immediately refund the amount deducted and return your account to the position it would have been in if the unauthorised payment had not taken place.
- 11.3 However:
- we will not refund a payment from your account if you sent it in euro, sterling or another EEA currency to someone in the UK or another EEA country, and you tell us the payment was unauthorised more than 13 months after it was made;
  - if you have acted fraudulently, you will be liable for all payments made from your account; and
  - if the payment was made because you deliberately or with gross negligence failed to keep your Payment Instrument secure or your passwords (or similar) secret, you may be liable for all payments on your account(s) that take place until you tell us (as required by condition 3.8) that your Payment Instrument has been lost or your passwords (or similar) have become known to someone else. After you have told us you will not have any further liability for unauthorised payments.

#### Unauthorised cheques

- 11.4 You must do all you reasonably can to keep your cheques secure from use by other people. If you lose a cheque or it is stolen, you must tell us in accordance with condition 3.8. Where you tell us that you did not authorise a payment made by cheque we will need to carry out a check or investigation to verify that the payment was unauthorised. Unless we can show you are liable, we will refund any amount due to you within a reasonable period including any charges or interest you paid as a result of an unauthorised payment having been applied to your account and pay you any interest we would have paid you on that amount. Your and our liability for cheques is set by applicable laws and regulatory requirements.

#### General

- 11.5 We will not be liable to you for any losses you suffer or costs you incur because:
- we do not act on a Payment Order for a reason specified in this agreement;
  - the details contained in the Payment Order were not correct; or
  - we break this agreement due to abnormal and unforeseeable circumstances outside our control where we could not avoid breaking this agreement despite all efforts to the contrary – this may include, for example, a machine, electronic device, hardware or software failing to work or being down for a period, industrial disputes, complete or partial closure of any payment system and any act, omission or delay of any agent, correspondent or third party.
- 11.6 Unless we are not liable under conditions 11.3 to 11.5, or a different level of liability is imposed by law, we will be liable to you for any loss, injury or damage caused to you as a result of any failure or delay in carrying out a Payment Order (however caused), but we will not be liable to you in any circumstances for:
- loss of business, loss of goodwill, loss of opportunity, loss of profit; or
  - any loss to you that we could not reasonably have anticipated when you gave us an instruction under this agreement.
- 11.7 If you wish to make a claim under this agreement you must notify us and give us such details of the loss as we may reasonably request as soon as you have identified it and in any case within six months after you become aware or should reasonably have become aware of the event or omission on which your claim is based. If you do not do so we will not be liable to you. This will not exclude or limit any duty or liability we may have to you under applicable law or regulatory requirements that cannot lawfully be excluded.
- 11.8 Nothing in this agreement will exclude or limit any liability we have as a result of acting fraudulently or with gross negligence or any duty or liability we may have to you under applicable law or any liability that cannot lawfully be excluded.

## 12. Breach of these conditions

- 12.1 If you break any of the conditions of this agreement, we can claim from you any losses or costs that we reasonably incur as a result of your breach. These include, but are not limited to, the costs of tracing you, telling you about, and taking steps to deal with, the breach, communicating with you about the breach and enforcing payment of any amount due to us. We can claim these amounts as well as recover from you all amounts that you already owe us (such as the amount outstanding on any overdraft we have made available to you, or any charges for our services that you have not yet paid).

## 13. Changing the terms of this agreement

- 13.1 In this condition 13:
- a “personal notice” means any notice sent to you by post (including in, or with, a statement) or electronically;
  - a “reference exchange rate” is a rate for converting one currency into another which we set and make publicly available or comes from another publicly available source (such as a rate set by Visa or MasterCard);
  - a “reference interest rate” is a rate which is not set by us and is publicly available so that you can find out what it is and check it independently; examples are the Bank of England Base Rate and a rate which is based on a basket of rates offered by other banks or lenders;
  - a “regulatory requirement” is any obligation:
    - we have to comply with under any law or regulation (including any rules made by the Financial Conduct Authority or other regulatory body), or as result of a decision by a court, ombudsman or similar body, or
    - under any industry guidance or codes of practice which we follow.
- 13.2 We will tell you when you apply for a product or service, or in the additional conditions for your account, if:
- it has different terms for making changes to this agreement;
  - the rate that applies to the account is a tracker rate or a fixed rate and what it is. A “tracker rate” is a rate which moves in line with changes to a reference interest rate or a Barclays internal rate, either indefinitely or for an agreed period. A “fixed rate” is a rate that we will not change or which we will not change for an agreed period. If we do not tell you that you have a tracker rate or a fixed rate on an account, you will have a “Barclays managed rate”. A Barclays managed rate is a rate we set and can change.

#### Terms that apply only to changing tracker rates

- 13.3 If you have a tracker rate on an account, that rate will change automatically on a change in the reference interest rate or the Barclays internal rate. This will happen either immediately after the reference or internal rate has changed, or within a set number of days, or on a particular day in the month, for example the first Working Day of the following month and we will tell you this in the additional conditions for the account. Please note that tracker rates that follow a reference interest rate are currently only available on our sterling, euro and US dollar accounts. Our rates on accounts in other currencies may track a Barclays internal rate.
- 13.4 Where you have an overdraft on an account that is denominated in a non-EEA currency and the interest rate on the overdraft tracks a Barclays internal rate, the overdraft rate will change automatically on a change in the internal rate (you can call us to find out what this rate is from time to time). This will happen either immediately after the internal rate has changed, or within a set number of days, or on a particular day in the month, for example, the first Working Day of the following month and we will tell you this in the additional conditions for the account. We will comply with any regulatory requirements about notifying changes we have made to the overdraft rate.

#### Terms that apply only to changing Barclays managed rates

- 13.5 If you have a Barclays managed rate on any account (including an overdraft on a current account), we may change that rate without notice if the change is favourable to you.
- 13.6 If you have an account which is predominantly used for saving rather than for making payments or an account denominated in US dollars or another non-EEA currency, we may change any Barclays managed rate that applies when your account is in credit without notice unless the change is material. We will give you personal notice if the change is material. What is a "material" change, and how much personal notice we give you, is set out in the industry guidance published by the British Bankers Association (available on [bba.org.uk](http://bba.org.uk)) and available on our website.

#### Terms that apply only to changing exchange rates

- 13.7 Unless we have agreed a rate with you for a particular transaction, the exchange rate used to convert foreign currency payments into or out of your account will be the reference exchange rate that we have told you will apply (or will be at a margin above or below that rate if we have told you that is the case). We may apply changes to the reference exchange rate immediately and without notice.
- 13.8 If the reference exchange rate used in foreign currency payments is set by us, we can change that reference exchange rate at any time.

#### Introducing new charges

- 13.9 If we provide a new service or facility in connection with an account (including any benefits or services provided as part of an account package), we may introduce a new charge for providing you with that service or facility.

#### Other changes

- 13.10 In addition to the above changes, we can change any of the terms of your agreement (including, for example, a Barclays managed rate, the amount by which a tracker rate differs from a reference interest rate or a Barclays internal rate and our charges) on the basis set out below, unless we have agreed otherwise in the additional conditions. In order to meet regulatory requirements, the way in which we make the change will depend on the type of account or service we are providing. We will not, however, change a fixed or bonus rate on an account for as long as we have agreed to keep it fixed.
- 13.11 Except for accounts, products and services referred to in conditions 13.12 and 13.13, we may change any of the other terms of this agreement by giving you at least 2 months' personal notice.
- 13.12 We may change a term of this agreement which relates to:
- an account which is predominantly used for saving, rather than for making payments; or
  - an account denominated in US dollars or another non-EEA currency; or
  - any payment in a non-EEA currency or to a country outside the EEA without notice if the change is in your favour, or otherwise by giving you at least 30 days' personal notice.
- 13.13 If you have a product or service which is related to the bank account and payment services we provide under this agreement but is not a bank account or payment service (such as ancillary services relating to cash or cheques), we may change the terms relating to those products and services without notice if the change is in your favour, or otherwise by giving you at least 30 days' personal notice.

#### Notifying changes

- 13.14 If we give you personal notice about a change we will tell you the date it comes into effect. As long as notice of a change is given to you at the most recent address we have for you, you will be treated as accepting the change on that date unless, before then, you tell us that you want to terminate your agreement with us and not accept the change.
- 13.15 You will not have to pay any additional charges (or lose any interest up to the date of account closure) as a result of terminating in this case, and you can also ask us about the possibility of switching to another account.

- 13.16 If you have an authorised overdraft on a tracker rate that is regulated by the Consumer Credit Act 1974, we will inform you at least annually of any increases to the reference interest rate or the Barclays internal rate by personal notice.
- 13.17 We will make any rate changes not requiring personal notice available on our website, in branches and through online and telephone banking as soon as reasonably possible after the change.

#### Changes for specific regulatory requirements

- 13.18 Some of the terms of this agreement reflect our understanding of regulatory requirements that will not have been published when this document is printed. If, when these regulatory requirements are published, we find that any term is inconsistent with them, we will not rely on that term contained in this agreement but will treat the term as if it reflected the relevant regulatory requirement. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as reasonably practicable. We will update our terms and conditions to reflect the new regulatory requirement when they are next reprinted.

#### 14. Online banking and other electronic services

- 14.1 We will take reasonable care to ensure the security of and prevent unauthorised access to our online and electronic banking services and any software or hardware that we supply to you.
- 14.2 In exceptional circumstances, we may at any time suspend the operation of particular electronic services but we will promptly notify you of any such suspension.
- 14.3 You must:
- ensure your computer, modem or any other device you use is safe, efficient and complies with the standards and requirements we tell you from time to time;
  - carry out your own regular virus checks and firewall protection;
  - make your own contingency arrangements to cover system or operational failures or suspension;
  - follow the procedures and instructions in any user guidance that we give you from time to time in relation to a particular service, including using any authentication device we give you where required; and
  - tell us as soon as you can if you become aware of any failure, delay, malfunction, virus or error in the sending or receiving of instructions or any suspected fraud and assist in any remedial steps we propose.
- 14.4 You must not use any service covered by this agreement in a country outside the UK if it would mean you or us (or any external payment system we use) breaking or being likely to break the law in that country. The software, security related devices or Payment Instruments used with the service may be subject to copyright and contain security features such as cryptographic routines that may be subject to import and export regulations and usage restrictions in some countries.
- 14.5 Unless we tell you otherwise, any software, hardware or devices we provide to you in connection with an electronic product or service is licensed to you. The copyright and all other rights in it and in any user guides or other information we provide to you, remains owned by us or by the person who licenses it to us (if applicable). You must use it exclusively in connection with this agreement and as described in any user guide or other information we provide to you. You will obtain no rights, title or interest in any such materials or intellectual property rights relating to them.
- 14.6 We shall be entitled to access the software and devices during normal business hours and, in the event of any suspension or termination of the service(s), to remove the software, devices or other materials we have supplied from your premises.
- 14.7 You must keep confidential any user guides in relation to the operation of our services. You must not attempt, or allow any third party to attempt, to:
- (a) change (including by modifying, de-compiling or reverse engineering) copy, use or distribute any software or other material provided by us or our agents; or
  - (b) extract or modify in any way any data held in any device or hardware provided by us or our agents, in each case, without our prior written consent.

- 14.8 You must indemnify us for any costs incurred, loss, damage or liability we suffer due to any:
- breach of a third party's intellectual property rights by you;
  - modification of any software by you, unless we allow you to make those modifications or you have obtained prior consent from us or the licensor of the software; or
  - breach by you of condition 14.4.
- 14.9 The records we maintain of any online messages, instructions, payments or other transactions will be final evidence of those messages, instructions, payments or other transactions and of the time they are given or carried out except where there is an obvious mistake.
- 14.10 You are responsible if, when you use our online or electronic banking services, you give us incorrect instructions or mistakenly instruct us to make the same payment more than once.

### 15. Ending this agreement, closing your account and ending a service

- 15.1 You can close an account, stop receiving any service for which you applied separately or end this agreement completely by telling us. We may ask you to confirm this in writing.
- 15.2 We can close an account, stop providing any service for which you applied separately or end this agreement by giving you at least 2 months' notice in writing. We may choose, for example, to give you 2 months' notice of termination of an account on which there have been no payments for 12 consecutive months (we call such accounts dormant accounts).
- We can also give you a new account number and/or transfer your account to another branch if we close or combine branches, in which case we will give you at least 12 weeks' notice.
- 15.3 We may end this agreement (or stop providing services or close your accounts) immediately if we reasonably believe that you have seriously or persistently broken any terms of this agreement or any additional conditions or any other agreement you have with us including by:
- giving us any false information at any time;
  - committing (or attempting) fraud against us or someone else;
  - using (or allowing someone else to use) an account illegally or for criminal activity;
  - inappropriately authorising a person to give instructions on an account or to operate it;
  - behaving in a manner (for example, by abusing people who work for us) that makes it inappropriate for us to maintain your account; or
  - putting us in a position where we might break a law, regulation, code or other duty which applies to us if we maintain your account.
- 15.4 We may also end this agreement (or stop providing services or close your accounts) immediately if we reasonably believe that you are, or are likely to be, unable to pay your debts when they become due (within the meaning of sections 123 or 268 of the Insolvency Act 1986), or any step, application or proceeding has been taken by you or against you in respect of the whole or any part of your undertaking, for a voluntary arrangement or composition or reconstruction of your debts, winding up, dissolution, administration, receivership or otherwise or creditors' attempts to enforce any security they hold, or (if you are a company) your sole director or all your directors have been disqualified, or any of the circumstances specified in the Company Directors Disqualification Act 1986 exist that would give rise to a power or obligation of a court to disqualify your sole director or all your directors.
- 15.5 We may also end this agreement (or stop providing services or close your account(s)) immediately if we reasonably believe that maintaining your account might expose us (or another Barclays Group company) to action or censure from any government, regulator or law enforcement agency.
- 15.6 We may also end this agreement (or stop providing services or close your account(s)) immediately if we reasonably believe that maintaining your account might damage our reputation.
- 15.7 We may take action immediately to close an account or stop providing a service without terminating the agreement if we discover, after opening it, that you are not eligible for that account or service.
- 15.8 If either you or we end this agreement:
- you will not be able to make further use of your accounts but we may not close them until you have returned any Payment Instrument we have given you (such as debit cards, PINsentry devices and online banking software) and any unused cheques and you have repaid any money you owe us, including the amount of any cheques, card transactions or other Payment Orders you have made, which have not been taken out of your account;
  - any benefit or services we provide in relation to particular accounts will end as soon as your account is closed;
  - you will continue to be liable in respect of all outstanding liabilities in respect of this agreement or liabilities arising after termination of this agreement relating to the period prior to termination, and this includes having to pay our fees pro rata to the date of termination;
  - it is your responsibility to cancel any direct payments to or from your account. Where someone attempts to make a payment into an account which has been closed, we will take reasonable steps to return the payment to the sender; and
  - you must immediately stop using any software we have provided to you and must return to us all our CD-ROM's, USBs, security-related devices, software and copies of the documentation and all other material relating to any electronic services that we provide to you.
- We may also ask you to delete or uninstall any software, in which case you will ensure that you do so in a secure manner in accordance with good industry practice.
- 15.9 Where you are a partnership, this agreement will remain in full force and effect despite any termination of the partnership or change in its constitution or the death or retirement or expulsion of any partner or the introduction of any new partner or any change in its style or constitution.

### 16. General Provisions

- 16.1 This agreement is personal to you and a person who is not a party to it will have no right to enforce any of its terms. Other than to companies within the Barclays Group, you may not transfer, assign or charge your accounts or any of your rights or obligations under the agreement.
- 16.2 If you have a dispute or difference with us, you should use our internal dispute resolution procedures first. If the dispute or difference cannot be resolved in that way and you are an eligible complainant, you may be able to refer the matter to the Financial Ombudsman Service. If you are not an eligible complainant, either of us may refer the matter to mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure which forms part of this agreement and is available from the CEDR website.
- 16.3 Unless we have made a different agreement with you, these conditions are governed by English law. The law that will apply to the establishment of our relationship will be the same as the law that governs these conditions.
- 16.4 This agreement is in English and we will only write and communicate with you in English.
- 16.5 If we choose not to exercise rights against you immediately we can still do so later.

- 16.6 You authorise us to use agents or subcontractors to help us provide our service(s). If we are unable to provide a service as a result of our or our agents' technical failure we will use our reasonable endeavours to make available to you such contingency arrangements for that service as we consider appropriate, and their use will be subject to this agreement.
- 16.7 Any banking terms and conditions implied by law will also apply to our relationship with you but otherwise, this agreement contains our entire agreement with you in respect of the accounts and services covered by this agreement and no warranty shall be implied or have effect unless specifically included in this agreement.
- 16.8 If any part of this agreement is unenforceable, unlawful or void in any relevant jurisdiction then that part shall be separated from the rest of the agreement which shall continue to be valid and enforceable.
- 16.9 You must ensure that you follow all relevant rules, regulations and guidelines that apply to your business in relation to your use of the accounts and services that we provide to you.
- 16.10 Nothing in this agreement will constitute a partnership between you and us.

## 17. Terms we use in this agreement

The list below tells you where you can find words with special meanings that are used in several different places in this agreement.

- (a) "Cut-off Time": condition 3.16;
- (b) "EEA": condition 4.2(a);
- (c) "Funds Available": condition 4.4;
- (d) "Payment Instrument": condition 3.5;
- (e) "Payment Order": condition 3.1(a);
- (f) "Working Day": condition 3.16;
- (g) "CEDR": condition 16.2;

## Cancellation rights

If you are not happy with your account, you have a 14 day period in which to contact us to cancel your account or switch to another account unless:

- (a) you have a fixed rate on your account; or
- (b) the rate we give you depends on fluctuations in the financial market outside our control which may occur during the cancellation period (this might, for example, include an account where the rate we pay depends on the performance of a market index). We will confirm in the additional conditions if this is the case.

Where you have a cancellation right, the cancellation period begins on the date your account is opened or the date you receive your terms and conditions and other account information, whichever is the later. If you contact us within this period to cancel or switch your account, we will refund any account fees you may have paid. However, if you cancel or switch your account at a later date, you will not be refunded the account fees that you have paid. If you wish to cancel or switch your account, you should write to us at:

Barclays Business, Leicester, LE87 2BB

## Important information about compensation arrangements

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors – including most individuals and small businesses – are covered by the scheme. In respect of deposits, an eligible depositor is entitled to claim up to £75,000.

For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £75,000 each (making a total of £150,000). The £75,000 limit relates to the combined amount in all the eligible depositor's accounts with the bank, including their share of any joint account, and not to each separate account.

For further information about the scheme (including the amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website [FSCS.org.uk](https://www.fscs.org.uk) or call 020 7741 4100 or 0800 678 1100\*.

Barclays Bank PLC may also accept deposits under the following trading names: Barclays, Barclays Bank, Barclaycard, Barclays Business, Barclays Capital, Barclays Corporate, Barclays Stockbrokers, Barclays UK & Ireland Private Bank, Barclays International Private Banking, Barclays Premier, Barclays Private Bank, Barclays Wealth and Woolwich Mortgages. Deposits accepted from an eligible depositor under these trading names are combined for the purposes of deposit compensation from the FSCS. The FSCS is not applicable to deposits held at branches in the Channel Islands or the Isle of Man.

## Complaints about our service

We want to hear from you if you feel unhappy about the service you have received from us. Letting us know your concerns gives us the opportunity to put matters right for you and improve our service to all our customers. If you have reason to complain you may do so in person, in writing by post or email or by telephone. Details of our complaints handling procedures are available on request from any branch, your relationship team or servicing team, the Barclays Information Line on 0800 400 100\* or [barclays.co.uk](https://www.barclays.co.uk)

## Financial Ombudsman Service

If we are unable to resolve your complaint internally to your satisfaction, or we have not resolved your complaint within 8 weeks from when you first let us know about your concerns and you are an eligible complainant, you may be able to refer your complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR ([financial-ombudsman.org.uk](https://www.financial-ombudsman.org.uk)). The Financial Ombudsman Service is an organisation set up by law to give consumers a free and independent service for resolving disputes with financial firms. Details of those who are eligible complainants can be obtained from the Financial Ombudsman Service.





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Please quote item reference number **9910437**

**Call monitoring and charges information**

\*Calls to 0800 numbers are free from UK landlines and personal mobiles, otherwise call charges may apply. Please check with your service provider. To maintain a quality service we may monitor or record phone calls.

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