



**WEATHERBYS**  
PRIVATE BANK

GUIDE TO YOUR ACCOUNT  
TERMS & CONDITIONS



## Section 1: General Terms

1.1 These Terms and Conditions are the contract between you and us. You should read them carefully and retain a copy for your records.

1.2 They explain our obligations to you and your obligations to us and apply to all our banking services, except mortgages, loans and investments as they have separate terms and conditions. These terms can be varied, added to, or reduced, in accordance with Section 25. If we offer other services in the future, we will make it clear if these general conditions apply to them.

1.3 In these Terms and Conditions “we”, “us”, and “our”, mean Weatherbys Bank Limited and “you” and “your” mean the account holder(s). A “Working Day” means a day other than a Saturday, Sunday, or English Bank or Public Holiday. However, certain payment services are subject to specific cut off times as detailed in Sections 7 - Deposits, 8 - Payments and International Payments.

1.4 You can request in writing a copy of these terms and conditions at any time. Our terms and conditions are also available on our website, together with our charges and can be accessed at any time

## 2 Communications with you

2.1 The address that you (or either/any of you, in the case of joint accounts) give us for each account will be recorded as the registered address for the account. Ordinarily changes of address must be notified in writing. When we write to you we shall send all communications to the registered address.

2.2 We may also contact you via email, text message, and/or telephone. If at any point in the future you change your contact details you should tell us promptly about those changes to ensure our communications reach you and do not fall into the wrong hands. We may also contact you through Online Banking or Mobile Banking if you use these services.

2.3 If you are a company or LLP and there are any changes in directorship or ownership or membership, we must be notified of such changes within two Working Days.

## 3 Opening An Account

3.1 We are required, by law, to satisfy ourselves about the identity of any person who seeks to open an account with us, and that you meet the relevant minimum age requirement.

3.2 We will undertake an electronic search to verify the identity of UK residents. This involves checking the details you supply against those held on any databases that our authentication services provider holds.

3.3 A record of this identity search will be kept that may be used to help other companies to verify your identity. We may also pass information to financial and other organisations involved in money laundering and fraud prevention, to protect ourselves and our customers from theft and fraud.

3.4 If we are unable to satisfy ourselves as to your identity then we may write to you to ask for further identification.

3.5 All non UK residents will be required to provide certified copies of identification.

3.6 In addition, to operate a Weatherbys Racing Bank Account you are required to be a registered owner with the BHA and you must make a successful application for an account within 5 weeks of registration as an owner.

3.7 We are currently required by law to check your immigration status when we open an account for you. From January 2018 we will also be required to carry out the same checks on all existing current accounts held with us. If you no longer have permission to remain in the UK, the UK government may require us to close all of your accounts which includes any current accounts, loans and mortgages together with any joint accounts or other accounts where you are a signatory or beneficiary. If we are required to close such accounts, we may also be required to delay returning any funds from those accounts to you.

## 4 Credit Reference Agencies

4.1 A condensed guide to the use of your personal information by us and at Credit Reference and Fraud Prevention Agencies is shown below.

4.2 When you apply to us to open an account, we will check the following records about you and others if relevant (see below):

- our own records;
- those at credit reference agencies (CRAs). When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders. They supply to us both public (including the electoral register) and shared credit and fraud prevention information;
- those at fraud prevention agencies (FPAs).

4.3 We will make checks such as assessing this application for credit and verifying your identity to prevent and detect crime and money laundering. We may also make periodic searches at CRAs and FPAs to manage your account with us.

4.4 If you are making a joint application or tell us that you have a spouse or financial associate, we will link your records together, so you must be sure that you have their agreement to disclose information about them. CRAs also link your records together and these links will remain on your and their files until such time as you or your partner or associate successfully files for a disassociation with the CRAs to break that link.

4.5 Application information will be sent to CRAs and will be recorded by them. Where you borrow from us, we will give details of your accounts and how you manage it/them to CRAs. If you borrow and do not repay in full and on time CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace your whereabouts and recover debts that you owe. Records remain on file for six years after they are closed, whether settled by you or defaulted.

4.6 If you give us false or inaccurate information and we suspect or identify fraud, we will record this and may also pass this information to FPAs and other organisations involved in crime and fraud prevention.

4.7 If you have borrowed from us and do not make payments that you owe us, we will trace your whereabouts and recover debts.

4.8 We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

4.9 Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.

4.10 This is a condensed version and if you would like to read the full details of how your data may be used please visit our website at [www.weatherbys.bank](http://www.weatherbys.bank) or phone +44(0)1933 304777 to request further information including contact details for the CRAs themselves.

## 5 Changing Your Account

5.1 If you are not happy about the choice of current or savings account, you may cancel it within 14 days of:

- the day the contract is entered into; or
- the day on which you receive the contract terms and conditions and other information on paper or electronically, whichever is the later.
- we will help you to switch to another of our accounts or we will give all your money back with any interest it has earned. We will ignore any notice period and any extra charges.

5.2 This does not apply to:

- fixed rate accounts; or
- an account or contract for financial services where the price depends on rises and falls in the financial markets outside of our control that may happen during the cancellation period.

5.3 By exercising your rights under this section you are agreeing to the termination of this contract.

## 6 Joint Accounts

6.1 If your account is held in the joint names of yourself and others:

- you are liable (separately and together) for any money due to us; and
- if one of you dies, any money standing to the credit of the joint account may be held to the order of the survivor(s) and either/any of you are authorised to operate the account on your own unless we are notified, in writing to the contrary.

6.2 Further information on joint accounts is shown in Section 2: Operating a Joint Account.

## 7 Depositing Funds Into Your Account

7.1 We will accept deposits into your account in the usual forms of cash, cheques or other items which are payable to you. We would not recommend, however, that you send cash to us through the post, as we cannot accept any liability for its loss.

7.2 When you pay cash in sterling into your account, you can use it immediately.

7.3 If you send a cheque through the post you should write sufficient details on its reverse to enable us to identify it e.g. your name and/or account number.

7.4 Although cheques or other items will appear on your account as they are paid in, we may not receive the money for them immediately. We reserve the right therefore, not to pay out against them until we receive the money.

7.5 For the same reason, any such deposits will not earn interest for a period of two days after they are received.

7.6 Cheques deposited into your account, by any means, will be subject to the normal clearing cycle. We therefore reserve the right not to pay out on uncleared funds until the monies are received.

## The UK Clearing Cycle

7.7 From October 2017 the industry is phasing in a new Image Clearing Service which will allow us to clear cheques more quickly. When implemented we will be able to clear most cheques by the end of the next working day. Due to the shorter clearing time, it is important to ensure that you have sufficient funds available in your account when you make a payment by cheque.

7.8 Until implementation of the new system is complete, the following cheque clearing process remains in force. The timescale for clearing cheques is calculated in business days from the day the money is added to your account. This day is known as "transaction day" or "T".

7.9 If a sterling cheque issued by a UK bank is paid into your account on a Monday then "T" becomes the Monday. By the Wednesday of that week (T +2) we will start paying interest to you on the amount of the cheque deposited.

7.10 You may be able to withdraw funds from your account on the Friday of that week (T +4). However, you cannot be sure that the money is yours until the end of the sixth working day after you deposited it. In this case it would be the Tuesday of the following week (T +6).

7.11 Up until this time, the bank upon which the cheque was drawn may return the cheque to us unpaid. In the event that you have drawn on the funds, you may become overdrawn as a result and you will be required to pay overdraft interest on the amount accordingly.

7.12 Cheques returned unpaid will not be deducted from your account after T +6 unless we have your consent or you were knowingly involved in a fraud concerning that cheque.

7.13 In brief, this can be described as "O - 2 - 4 - 6". Day O is the day that we pay the cheque(s) into your account.

Day 2 is the day which you will start to earn interest on the amount of the cheque(s).

Day 4 is the day that we will usually allow you to draw on the cleared funds.

Day 6 is the day when you can be sure that the cheque(s) will not be returned.

7.14 Bank Holidays will lengthen these clearing days accordingly, and weekends are not included in the clearing cycle.

7.15 Please note that credits made at Natwest branches with your personalised paying in slips will not show on your account on Day O. They will, however, show on the account by Day 2 and interest will be earned from this date, in accordance with the clearing cycle.

#### **Foreign Cheques and other International deposits**

7.16 Cheques not drawn on a UK bank will take longer to clear and are not subject to the UK clearing cycle.

7.17 You will be required to sign an indemnity form prior to using the service to indemnify us against a cheque being returned in the future.

7.18 If a foreign bank later returns a cheque, or asks for the money to be returned, we will take the currency or the sterling equivalent from your account. If we have converted the cheque into sterling, we will change it back into the foreign currency using the exchange rate at the date and time we take it from your account. We will do this regardless of whether you have spent the money, if it will put you into overdraft, or if it will mean taking a larger amount from your account than we originally put in.

7.19 A charge is payable by you for each cheque that is converted into sterling.

7.20 If we receive a payment into your account in a foreign currency, we will convert the payment into the currency of your account by buying that currency at the exchange rate applicable when we receive that payment.

7.21 If the payment is in euros or another European Economic Area currency ("EEA") (members of the European Union plus Norway, Iceland and Liechtenstein), we will show it in your account two days after the other person has sent it.

7.22 We may deduct our charges for dealing with the international payment before we add it into your account, but if we do we will tell you the full amount of the payment and the charges that were applied.

#### **Out of date cheques**

7.23 The Bank reserves the right not to pay cheques if they are more than six months old.

7.24 If you have issued a cheque to a third party and it has not been cashed after six months then you should contact the payee and issue a replacement. Please tell us if this happens so that a stop can be placed on the original cheque.

#### **Electronic Deposits**

7.25 Where we receive electronic transfers (CHAPS/Faster Payments) into your account the funds will be credited as soon as we receive them, provided this is a Working Day, subject to all normal checks. If not received on a Working Day the funds will be deemed to be credited on the following Working Day. Where appropriate we may convert the payment into the currency of your account but due to currency fluctuations we will not be able to tell you the actual rate until we receive the payment.

7.26 It is important to remember that automated credits can be recalled from your account. If this happens then a debit will be applied to your account, usually by the day following the credit.

7.27 If you are going to receive monies from a country outside the EEA, you must advise the sender to provide the sending bank with their full name and address, as the ordering customer, together with your full name and address as the beneficiary, your BIC (Bank Identifier Code) and your IBAN (International Bank Account) number. If you are going to receive a SEPA payment (a payment from a country within the EU) you must provide the sender of the payment with our Bank Identifier Code (BIC) and our international bank account number (IBAN) numbers in order for the payment to be made. You must also request that they provide your Weatherbys Account number as the reference in order for us to apply the funds to your account.

7.28 If we are told by another bank that money has been paid into your account by mistake, we can take an amount up to the mistaken payment amount from your account. We do not have to ask you to agree to this, although we will let you know if this happens. We will act reasonably if we receive such a request and try to minimise any inconvenience to you.

## 8 Withdrawing Funds From Your Account - Sterling Domestic Payments

8.1 We will require your consent in order to make a payment from your account. Such consent can be given to us in writing (subject to our terms regarding fax and email as set out in clause 9. below), by using our online banking service, by telephone, by use of a password or by giving us instructions via a third party, such as through a direct debit scheme or a Payment Initiation Service Provider (referred to in these terms as a Third Party Provider ("TPP") who you have asked to initiate a payment. We will tell you if for some reason you can't use any of these methods for a particular account or service. If you withdraw your consent we will stop providing payment services to you but may still use your personal data if we have lawful grounds to do so, for example, to comply with regulatory requirements.

8.2 Once you have consented to the payment you cannot withdraw that consent unless the payment is a regular or future payment such as a direct debit or other recurring transaction. The time limits for withdrawing consent for such payments are set out in clause 8.16 below. If you wish to stop a cheque you must inform us before the person who has it pays it into the bank and their bank has approached us to pay it.

8.3 Where we receive your instructions to carry out a transaction, other than an inter account transfer, and your instructions are received before 3pm on a "Working Day" we will treat your instructions as having been received that day. For instructions received after 3pm on a "Working Day", or received by us on a day other than a "Working Day", your instruction will be treated as having been received by us on the next "Working Day". All payments will be made, where possible, by Faster Payment. Payment instructions for sterling domestic payments received via our online banking site and mobile banking app will be processed in line with the terms set out in Section 3: Online Banking.

8.4 Where you instruct us to make a payment (including standing orders or other payments made using a payee instruction) and we are notified by the Current Account Switching Service that the intended payee has switched accounts using the Current Account Switching Service, we will update the account details of the payee on your payment instruction.

8.5 You must provide us with all the following details to enable us to make the payment:

- The sort code and account number for the recipient's account;
- The recipient's name;
- The date the payment is to be deducted from your account; and
- Any reference identifying the payment (including a reference to you or the recipient).

8.6 It is important that you ensure that the details you provide are correct. You will be responsible for any loss or delay where incorrect details are provided by you.

8.7 If you have previously made a payment to the recipient from your account and we have recorded this information on your account, with your consent we can make the payment in the absence of this information.

8.8 If you require a payment to be made directly to you or if you have previously made a payment to the recipient from your account and we have recorded this information on your account, with your consent we can make the payment in the absence of this information.

8.9 If you require a payment to be made directly to you or a third party and we have the details recorded against your account we will accept a telephoned instruction, provided we are satisfied with the identity of the caller.

8.10 If we cannot satisfactorily identify the caller, payment authorisations whether to yourself or a third party will ONLY be accepted by letter or fax.

8.11 Payments will be made electronically to an account nominated by you.

8.12 The payment will reach the payee's account no later than the end of the next working day after we have processed your payment instruction.

8.13 For racing accounts, when we agree to open an account for you we undertake to meet your Racing commitments (those contained within the Rules of Racing, from time to time in force) unless we give you prior notice to the contrary.

8.14 On occasion, any Fines imposed by the British Horseracing Authority (BHA) may be deducted from your Weatherbys Bank account. We will notify you prior to deducting a BHA fine from your account. If there are however, insufficient funds in your account, a BHA invoice may be raised which you will be expected to settle within 14 days of receipt.

### Standing Orders and Direct Debits

8.15 We will require all the following details from you to enable us to set up a standing order from your account:

- The recipient's name, sort code and account number;
- The date we are to start deducting the payments from your account;
- How often you want us to make the payments;
- The amount of each payment and for what length of time you require us to make the payments; and
- Any reference identifying the payment (including a reference to you or the recipient).

8.16 You can cancel the instruction up to the end of the Working Day before the date the payment is due to be made either via Online Banking or by telephoning us. We advise you to also inform the person to whom the payment is to be made that you have cancelled the instruction.

8.17 If you close your account, this will amount to withdrawal of your consent to any future standing orders, direct debits or recurring transactions on that account.

### **Making International Payments From Your Account Electronic Fund Transfers, SWIFT Payments And SEPA Payments**

8.18 If you ask us to make a payment in a different currency from that of your account, we will convert it using the exchange rate at the time of the conversion.

8.19 Currency payments can only be made on a Working Day. The cut off time for processing currency payments is 2.30pm. If not received by this time, the instruction will be deemed to be received the following Working Day.

8.20 Payments in euros to an account in the UK or in the EEA will be processed no later than the end of the next Working Day after we process your payment instruction. All other payments in EEA currencies to accounts in the EEA will be processed no later than four Working Days after we process your payment instruction. The processing times for payments to accounts outside the EEA and payments in non EEA currencies varies depending on the currency and/or country you are sending the payment to. You can ask us to confirm when we expect the bank to receive the payment by telephoning us.

8.21 You must provide us with all the following details to enable us to make a payment:

- The correct details of the recipient's bank, including the bank's SWIFT Bank Identifier code (BIC) address, sort code or national bank code;
- The recipient's bank account number, or international Bank Account Number (IBAN) if making a SEPA payment or paying to a bank in the EEA;
- The name and address of the recipient to whom the payment is made;
- Your own account number, name and address. This is a legal requirement and these details will be passed to the recipient's bank;
- And the recipient's reference, if applicable.

8.22 The exchange rates we use are variable exchange rates which are changing constantly throughout the day (for example, to reflect movements in foreign exchange markets). The exchange rate we will apply to payments you make involving a currency exchange is the rate we provide or make available to you on the telephone when you request the payment. The exchange rate applied will appear on your statement.

8.23 Where we offer you currency conversion services, before the initiation of the payment transaction we will disclose to you all charges and the exchange rate to be used for converting the transaction.

8.24 If you make a payment that involves an exchange into a foreign currency, and that payment is returned to us, we will convert the returned payment back to the original currency by buying the original currency at the exchange rate applicable when we received the returned payment. We are not responsible for any fluctuations in the exchange rate.

8.25 If you cancel an instruction for a payment to be made in a currency other than sterling before we have made the payment but after we have converted the payment into the other currency, we will convert the payment back into the original currency by buying the original currency at the exchange rate applicable when you cancel your instruction and will then add the value of the payment to your account. We are not responsible for any fluctuations in the exchange rate.

8.26 We will deduct charges from your account when you instruct us to make a payment to an account in a country outside the UK, Channel Islands and Isle of Man and when you instruct us to make a non-sterling payment. Details of the charges are in the interest rates and charges information that is applicable to your account.

8.27 For payments in an EEA currency that you instruct us to make to accounts in countries within the EEA, we will not deduct from your account charges made by agents we use, any intermediary bank and/or the recipient's bank, unless:

- The payment is over £50.00 (or currency equivalent); we convert the payment to another EEA currency before sending it to the recipient's bank; and
- You agree that we deduct such charges from your account.

8.28 Where both the payee and payer are located within the EEA, each will be responsible for their own respective Bank's charges.

### **9 Instructions received by fax or email**

9.1 We are not obliged to receive instructions from you by fax or email.

9.2 If at your request we agree to do so, we may telephone you to confirm the details of your instructions.

9.3 You are responsible for all transactions carried out using the fax/email service and you will be liable for repayment of any amount to us or a third party that arises from a transaction that you initiate by your use of the fax/email service and where you have provided incorrect transaction details.

9.4 Subject to clause 8.1, faxed instructions to make payments will be accepted provided they are signed in accordance with the account mandate currently in force. We cannot accept liability for loss or damage caused as a result of this process.

9.5 Non-original signatures on a fax may be forged and fax instructions may be transmitted to incorrect numbers, may never reach us, and may, therefore, become known to third parties, thereby losing their confidential nature.

## 10 Online Banking

10.1 Any instructions received via our online banking service are also subject to the terms set out in Section 3 – Online Banking.

## 11 Liability for Instructions

11.1 Due to the nature of the Internet and electronic communications, there is a risk that communications received via our email/fax service or fax, email or online banking service (“Electronic Communications”) may not operate free from error or interruption. We shall not be liable:

- In the event of any error or interruption in Electronic Communications; or
- For any losses or delays in the transmission of Electronic Communications to or from the Bank caused by any Internet Service Provider or by software failure; or
- For any breaches of security (beyond our reasonable control) in using Electronic Communications; or
- For any indirect or consequential loss you may suffer as a result of using the Internet to facilitate Electronic Communications (including the risk of your confidential data entering the public domain).

11.2 It is agreed that we will not be liable for any delays or for not carrying out any Electronic Communications instructions while we complete or attempt to complete any verification procedure.

11.3 It is agreed that we will not be liable for any failure to carry out your instructions given by Electronic Communication for any cause that is beyond our reasonable control. This includes, in particular, any suspension of the Electronic Communication service resulting from maintenance and upgrades.

## 12 Additional Payment Conditions

12.1 If you have a Weatherbys Bank Cheque Book and/or Weatherbys Bank Debit Card you can draw on your account using this facility. Ordinarily there should be sufficient cleared funds in the account at the time you write a cheque, unless you have a pre-arranged overdraft facility.

12.2 We reserve the right to refuse payment of cheques and other types of payment if there are insufficient cleared funds in the account when the cheque item is presented.

12.3 If you request/make a payment that uses the SWIFT system, for example CHAPS and TTs, please be aware that personal information relating to your account may be provided to overseas authorities in order to comply with applicable legal obligations and to prevent crime.

12.4 In respect of accounts that have a specified notice period, requests for withdrawals, including the closure of an account, must be in accordance with the applicable notice period. In the case of withdrawals or closure of an account for which due notice has been given, interest will continue to be earned at the contractual rate until such withdrawal or closure.

12.5 Should a request for withdrawal or closure be made without the required period of notice, we may, at our discretion, agree to the request subject to a penalty.

12.6 This penalty will be equivalent to the gross interest on the amount withdrawn for the applicable notice period.

12.7 In respect of fixed term accounts, withdrawals will not be permitted prior to the maturity date.

12.8 We will make payments based on the information we require you to provide us. If you provide us with incorrect information, we will not be responsible if the payment is not made, it is delayed or it is made incorrectly. If you ask us, we will make reasonable efforts to recover an incorrect payment. If you provide us with incorrect information, and you ask us to try to recover the payment, we may charge you for this service. We will give you details of our charges before we try to recover the payment. The recipient’s bank may also charge you if this happens.

12.9 If you provide us with extra information to that specified by us as required, we will only be responsible for making the payment based on the information we have told you we require.

12.10 For payments to another bank account, we will make sure payments are sent to the recipient’s bank. It is the recipient’s bank’s responsibility to make sure the payment is added to the bank account of the recipient.

12.11 If you have instructed us to make a payment, we are responsible for it being made correctly unless we can prove to you, or the recipient’s bank (as appropriate), that the payment was received by the recipient’s bank within the agreed timescales for executing payments. Where we can prove this, the recipient’s bank will be responsible to the recipient for making available the payment and crediting the recipient’s account, as appropriate.

12.12 If a payment has been made incorrectly and we fail to prove the payment you authorised was received by the recipient's bank, we will, without undue delay, refund your account with either:

- the payment; or
- in the case of an overpayment, any excess amount incorrectly deducted so you do not incur any loss, and we will also restore your account to the position it would have been in had the incorrect payment or overpayment not been made, for example, by refunding any charges or interest as appropriate. We will not do this if the circumstances giving rise to the incorrect payment transaction were due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary.

12.13 If a payment is initiated by or through a receiving party which:

- did not specify the exact amount to be transferred; and
- does not fit your spending pattern,

you are entitled to a refund of the full amount. You must request a refund within 8 weeks of the date on which the funds were debited.

### **13 Unauthorised transactions**

13.1 Where a transaction has not been authorised by you, we will refund the amount and where applicable refund any charges and interest. The refund will be provided by no later than the end of the working day following the day on which we are notified by you of the unauthorised transaction. You are required to inform us of any unauthorised transaction within 13 months.

13.2 You will be liable for losses up to a maximum of £35 resulting from unauthorised transactions from the use of a lost or stolen payment instrument or where it has been misappropriated. This does not apply if it was not possible for you to detect the loss, theft or misappropriation before the transaction was made (unless you acted fraudulently) or the loss was caused by an employee or agent of us.

13.3 You will not be liable for losses (unless you have acted fraudulently) arising from loss, theft or misappropriation after you have notified us of such an event.

13.4 If however we reasonably believe that you have acted fraudulently, you will be liable for all losses incurred.

13.5 If you have acted intentionally or with gross negligence and have failed to take care of your security details and/or payment cards you will be liable for all losses.

13.6 If you have any account where overdrafts are permitted and an unauthorised payment uses some or all of your overdraft, this section only applies to the part of the payment which used your overdraft.

13.7 If we reasonably believe that a payment was made into your account by mistake, we will return it to the paying bank or take the amount out of your account. If this happens, we will normally inform you before we take such action.

13.8 If you receive a payment which the payer says was made by mistake but you think that it was not and was in fact intended for you, we will need to share all relevant personal information for the collection of the funds with the paying bank if they ask us to so that the payer may contact you directly.

### **14 Defective or Late Payments**

14.1 If we send a payment but it either arrives later than it should have or is not paid into the receiving account, you can ask us to contact the receiving bank and request them to credit the payment as if it had been made on time.

14.2 If the payment does not arrive at the receiving bank we will refund you the amount and try to restore, if applicable, the debited payment account to the state it would have been in as if the transfer had not taken place. The value date will be the date the account was debited.

14.3 If we receive a payment from another bank and it is not credited to your account when it should have been, we will immediately credit it and make the funds available to you and refund any charges or interest as applicable.

### **15 Additional payment conditions**

15.1 If you ask us, we will make immediate efforts to trace a payment and will tell you the outcome. There may be a charge for this service and if there is, we will advise you accordingly.

15.2 All payments are subject to Weatherbys Bank fraud and security checks and there may be a delay in carrying out your instructions while these checks take place.

15.3 In exceptional circumstances where we are unable to facilitate a payment using any electronic method a cheque will be issued. We reserve the right to make an additional charge for this service.

### **16 Debit Card**

#### **16.1 Issue of the Debit Card**

16.1.1 Weatherbys Bank may issue a card to the account holder (Primary Cardholder) on request, subject to meeting criteria. If the cardholder is under the age of 18, the card will operate on a cash-only basis.

16.1.2 The functions of the Debit Card are as follows:

- As a debit card to obtain cash at a VISA participating financial institution, by use of an ATM, up to the daily cash withdrawal limit;
- As a debit card to purchase goods and services in person, by telephone or via the internet at outlets which accept the VISA payment system;
- As a contactless debit card to purchase goods and services in person, at locations which accept VISA contactless payments.
- To obtain cash back from certain retailers when making a debit card payment, subject to the retailer limits.

16.1.3 The debit card is, and remains the property of Weatherbys Bank.

16.1.4 A new card will be issued prior to the expiry date of a debit card and a damaged card will be replaced as soon as it is reasonably practicable to do so.

16.1.5 Weatherbys Bank may require the return of the debit card at any time.

## 16.2 Use of the debit card

**16.2.1 You must take all reasonable precautions to keep your card safe and secure at all times and prevent it and the relevant Card Number and PIN from being misused. In particular you must ensure that you:**

- Activate your card by calling the Weatherbys Bank Helpdesk to confirm receipt.
- Sign your card immediately upon receipt and keep it safe.
- Memorise the PIN upon receipt and then destroy or delete the form of notification.
- Keep the PIN secret and not disclose it to anyone else including any other cardholder, the police, or our personnel.
- Always take reasonable steps to keep your PIN and card number secret at all times.
- Do not make a note of your PIN on the card or keep a note of it near your card.
- Never write down or record your PIN or card number without disguising it.
- Do not allow any other person to use your debit card, card number or PIN.
- Do not disclose the card number except when properly using your card.
- Do not interfere with any magnetic stripe on your card.
- Follow any reasonable instructions we give you about security procedures in relation to the card account, your card, card number or PIN.

16.2.2 If you wish to authorise a card transaction, you may do so by:

- Using your PIN;
- Making a contactless payment, by holding the card flat against the reader, where the contactless symbol is displayed. In some cases you'll be asked to enter your PIN. Transaction limits apply.
- Placing an order on the telephone or via the internet, quoting your debit card number and where requested the expiry date and card security number;
- Entering your debit card number on a mail order or fax order form and, where requested, the expiry date and security number;
- Signing a sales voucher for the transaction.

16.2.3 We have the right to stop or suspend use of your debit card if we suspect fraud or any other suspicious activity.

16.2.4 We will not be liable if a retailer refuses or declines a payment using this debit card.

## 16.3 Card Payments and Refunds

16.3.1 If you use your debit card to make a withdrawal of cash or to make a payment, we will deduct the amount withdrawn or paid from your account on the working day we receive the details of the payment.

16.3.2 If you use your debit card for a cash withdrawal or to make a payment in a currency other than in Sterling, we will convert the amount withdrawn or paid into Sterling on the day that the transaction is processed by VISA. The exchange rate we use is the daily rate set by VISA.

16.3.3 If you use your debit card to withdraw Euro from a cash machine in the UK, you will be dealing with the bank operating the machine (rather than us) for the conversion to Euro. The bank will set the exchange rate and may charge you for the conversion.

16.3.4 If a retailer agrees to give a refund for a purchase made using your card, we will make the refund once we receive details of it from the retailer.

16.3.5 If a transaction applied to the account is in dispute, we will refund the amount of the transaction to the account pending enquiries. Once enquiries have been completed, the refund will only be reversed where the Bank is entitled to do so consistent with legal and regulatory requirements.

## 16.4 Additional Cardholder

16.4.1 An account holder may nominate another person to be issued with a debit card for use on the account. The decision to issue a card will be at the sole discretion of the Bank.

16.4.2 The Primary Cardholder will ensure that any Additional Cardholder complies with these Terms and Conditions.

16.4.3 The Primary Cardholder will remain liable for the use of the additional card and for all acts and omissions of the Additional Cardholder.

16.4.4 All transactions made and charges and interest incurred through the use of the additional card issues to an Additional Cardholder will be debited to the account.

16.4.5 We may terminate any debit card issued to an Additional Cardholder at any time.

16.4.6 We may monitor transactions made with the cards that are issued to you and, where we suspect that a transaction may be fraudulent, we reserve the right to block further use of the card until we have been able to confirm this with you. Whilst the block is active, no further transactions will be possible.

16.4.7 We will make every effort to contact you immediately we identify a transaction that may be fraudulent. However if we cannot speak with you directly, we will leave a message asking you to call us back. You may do this at any time of the day or night and on any day of the year by calling +44(0)1933 304777.

### 16.5 Notifying us

16.5.1 If your card, or an Additional Cardholder's card, is lost or stolen or you (or the additional cardholder) have reason to suspect that it or your/their PIN or card number may be misused by any person then you (and/ or the Additional Cardholder) must immediately notify us on +44(0)1933 304777.

16.5.2 If you recover any lost or stolen Debit Card you must not use it but should cut it in two across the magnetic strip and also across the chip, unless we specifically ask you not to destroy it, and return it to us.

16.5.3 If your card is lost or stolen whilst you are travelling, or planning to travel, and you need a replacement card quickly, an emergency card will be supplied as soon as possible.

16.5.4 In addition, emergency cash can be organised at many locations around the globe within a few business days, simply contact the Weatherbys Bank Helpdesk on +44 (0)1933 304777.

### 16.6 Additional Information

16.6.1 You must give us any information you may have in connection with the loss, theft or misuse of your card, PIN or card number. We may, at our discretion and without further reference to you, give the police any information which we reasonably believe to be relevant about the loss, theft or misuse of a Debit Card, PIN or Card Number.

## 16.7 Liability for Misuse of a Debit Card

**16.7.1 Your risk:** Until you or an Additional Cardholder notify us that a card has been lost or stolen or may be misused, from January 2018 you are liable for unauthorised transactions up to a maximum of £35, unless you have acted fraudulently or with gross negligence. If you or an Additional Cardholder allowed someone else to use a card, or another person obtained a Debit Card with your consent or an Additional Cardholders consent, this will constitute gross negligence and you are liable for all transactions entered into using it until you or an additional cardholder first notify us that it is being misused. Your failure, or the failure of an Additional Cardholder, to comply with conditions 16.2 to 16.6 may be taken as an indication of your gross negligence.

16.7.2 Where we are liable for any unauthorised transaction, we will credit your account with any money lost up to the amount of the transaction, and any related interest and charges.

**16.7.3 Our risk:** We will refund you the amount of any transaction using a card, together with any interest and charges:

- Where you or the Additional Cardholder have not yet received the card and it is misused by someone else;
- For all transactions not authorised by you or an Additional Cardholder after you tell us that the card has been lost or stolen or is liable to be misused or that someone else knows the PIN or card number, unless you have acted fraudulently or with gross negligence;
- Where faults occurred in the ATMs, or associated systems used, which were not obvious or subject to a warning message or notice at the time of use.

16.7.4 We have no additional liability to you for the misuse of the card.

## 17 Borrowing From Us

17.1 You may only borrow from us if you are aged 18 years or over. Completion of an application form does not allow you an automatic right to borrow from us. Acceptance of your application is subject to our discretion.

17.2 Subject to our undertaking in Section 6 above, there should be sufficient funds in your account before payments are made.

17.3 If there are insufficient funds in your account, an unauthorised overdraft may be granted at our discretion. We reserve the right at any time to require repayment of an overdrawn balance on your account, whether the balance is agreed or not. We also reserve the right to settle an overdrawn balance on your account either partly or wholly from any other account or accounts that you may have with us.

17.4 Before we allow overdrawing or increased overdrawing on your account, we will assess whether we feel you will be able to repay the money.

17.5 We will assess repayment ability by:-

- Information that you give us including information to prove your identity and why you want to borrow money from us;
- Your business plan and accounts, if applicable;
- Any personal financial commitments;
- How you have handled your finances in the past;
- Information we receive from credit reference agencies;
- Any security required;
- Credit scoring techniques, where used.

17.6 If we cannot help you, we will explain the key reason why if you ask us. We will give this in writing if you wish.

17.7 If you want us to accept a guarantee or other security from someone for your liabilities, we may ask you for your permission to give confidential information about your finances to the person giving the guarantee or other security, or to their legal advisor. We will also:

- encourage them to take independent legal advice to make sure they understand their commitment and the possible consequences of their decision (where appropriate, the documents we ask them to sign will contain this recommendation as a clear and obvious notice);
- tell them that by giving the guarantee or other security they may become liable instead of, or as well as you;
- and tell them what their liability will be.

17.8 We will not take an unlimited guarantee.

## **18 Financial difficulties and how we may be able to help**

18.1 We will consider cases of financial difficulty sympathetically. Our first steps will be to contact you to discuss the matter.

18.2 If you find that you are in financial difficulty, you should let us know as soon as possible. We will do all we can to help you overcome your difficulties. With your cooperation we will develop a plan for you for dealing with your financial difficulties and we will tell you, in writing, what we have agreed.

18.3 The sooner we discuss your problems, the easier it will be for both of us to find a solution. The more you tell us about your full financial circumstances, the more we may be able to help you.

18.4 If you are in difficulty you can also get help from advice and debt counselling organisations. If you ask

us, we will work with debt counselling organisations such as the Citizens Advice Bureau or Money Advice Centres to help you through your difficulties.

18.5 Some useful contact numbers are as follows:

National Debtline

0808 808 4000

[www.nationaldebtline.org](http://www.nationaldebtline.org)

Advice UK

0207 469 5700

[www.adviceuk.org.uk](http://www.adviceuk.org.uk)

Money Advice Scotland

0141 572 0237

[www.moneyadvicescotland.org.uk](http://www.moneyadvicescotland.org.uk)

Payplan

0800 716239

[www.payplan.com](http://www.payplan.com)

Citizens Advice Bureaux

Please find the number in your local telephone book directory or online:

0131 550 100

[www.citizensadvice.org.uk](http://www.citizensadvice.org.uk)

Citizens Advice Scotland

[www.cas.org.uk](http://www.cas.org.uk)

18.6 You should be aware that there are several other companies that you can contact, some of which will charge a fee for managing your debts. It is your responsibility to check the fees that may be charged on your account before you ask any company to act on your behalf.

18.7 If you have debts with many creditors, a debt counselling organisation may complete a Common Financial Statement (or equivalent) on your behalf which we will accept as the basis for negotiations with you in drawing up any debt management plan.

18.8 In certain circumstances we may pass your debt to another organisation or debt collection agency. We will always choose reputable firms.

## **19 Interest**

### **19.1 Credit Interest**

19.1.1 Where applicable, interest is paid at the tiered rates from time to time in force subject to Section 7 above.

19.1.2 Details of these rates are available on request and you will be notified of any changes which take place in accordance with Condition 25.5 below.

19.1.3 Interest will be calculated daily and applied monthly. Interest is paid gross. If you are a UK tax payer you may have to pay tax on any interest earned. It is your responsibility to ensure that you comply with all your tax obligations. For information and guidance, please refer to the HMRC website.

19.1.4 We will provide an "interest certificate" automatically once a year (normally in April and provided that the total interest credited exceeds £1) or on request for any amount credited.

## 19.2 Debit Interest

19.2.1 If you overdraw your account, interest will be charged from the date on which the account became overdrawn.

19.2.2 Information about our current overdraft interest rate is available on our website or from our Helpdesk, telephone +44(0)1933 304777.

19.2.3 Debit interest will be charged to your account on a monthly basis in arrears.

19.2.4 You will be notified of any changes to the interest rate in accordance with Condition 25.5 below.

19.2.5 Before we deduct interest for standard account services from your account, we will give at least 14 days' notice of how much we will deduct.

## 20 Charges

20.1 A monthly management charge, in some cases together with a transaction charge, is levied for operating a current account.

20.2 The transaction charges are calculated per transaction line on the statement, accrued daily and debited to your account monthly.

20.3 An account management fee will be accrued in each month in which transactions appear and debited to your account monthly.

20.4 Details of these charges are available on request and you will be notified at least 60 days in advance if they are to be increased. You will also be notified of any other changes to charges in accordance with Condition 17 below.

20.5 Before we deduct charges for standard account services from your account, we will give at least 14 days' notice of how much we will deduct.

20.6 We are not a clearing bank and so we appoint another bank to act as our agent. They may, from time to time, make additional charges in respect of their clearing operation, e.g. stop cheque charges and returned cheque charges. We reserve the right to pass on these to your account at the actual rate charged. Fees for international services, including foreign routing are available on request.

## 21 Statements

21.1 We will provide you with a statement of your account at the end of each month in which a transaction appears on that account either electronically or by post, unless you have opted otherwise. If you overdraw on your account, you may receive more than one statement in a month. Statements are provided free of charge.

21.2 We are able to provide duplicate or interim statements, but reserve the right to charge for these. In any event, our charges for providing this information will be appropriate and in line with our actual costs.

21.3 In any event, we will provide you with a statement at least once a year.

21.4 We recommend that you check your bank statement and advise us as soon as possible if any item appears incorrect or if you think your security has been compromised.

## 22 Closing Your Account

22.1 You may close your account, at any time, by writing to us or by telephone. We will not inform any third parties about the consequential cancellation of any standing orders and direct debits. Any balance outstanding on your account, including interest and charges, must be repaid.

22.2 Under normal circumstances, we will not close your account without giving you at least two months' notice. Examples of circumstances which are not "normal" include:

- Threatening and abusive behaviour to staff.
- Providing false information.
- Using the account for illegal purposes.
- Using a private account for business purposes.

22.3 These Terms and Conditions will be terminated when close your account.

## 23 Moving Your Account

23.1 If you choose to move your account to another bank or building society, we will cooperate with them and give them information about regular payments made from your account within three working days, so the transfer is made as efficiently as possible.

23.2 We will close your account without undue delay when you ask us to.

23.3 If you wish to transfer your account to us, we will tell you how the process for transferring your account will work and where responsibility will lie for each step in the process.

23.4 We will tell you what information your other financial institution will pass to us and how long this process is likely to take.

23.5 New account information will be provided by way of Key Facts documents so that you can compare your new account features with your old one.

23.6 We intend to provide you with what you need to operate an account within ten working days of approving your application.

## **24 Your Information - Data Protection**

### **24.1 Information we hold about you**

24.1.1 The information we hold about you includes your personal details, financial information and details of your health and lifestyle where applicable. This information is obtained from you in order to provide you with our services. For full details of the information we hold about you please see our Data Protection guide on our website.

24.1.2 You will need to explicitly consent to us accessing, processing and retaining any information you provide to us for the purpose of providing payment services to you. This does not affect any obligations and rights either you or we have under Data Protection legislation. You may withdraw this consent by closing your account. If you withdraw your consent we will cease to use your data for this purpose but may continue to process your data for other purposes.

24.1.3 We undertake to keep details of your account confidential, subject to the normal exceptions shown below:

- Where the sharing of information between Weatherbys Bank Limited and Weatherbys Limited is necessary for the operation of your Weatherbys Bank account.
- When you apply to open an account we may disclose your name and address to a licensed credit reference agency, to enable us to search their files and the credit reference agency will keep a record of that request.
- When you decide to share your information with a Payment Initiation Service Provider or an Account Information Provider (collectively referred to in these terms as a TPP).
- If you owe us monies, we will give you 28 days' notice that we plan to give such information to credit reference agencies. At the same time, we will explain to you the role of credit reference agencies and the effect that the information they provide can have on your ability to obtain credit.

### **24.2 When we are legally compelled to disclose information**

24.2.1 Where there is a duty to the public to disclose.

24.2.2 Where our interests require disclosure.

24.2.3 Where the disclosure is made at your request or with your consent. We will not use the point above, to justify the disclosure, for marketing purposes, of details of your account or your name and address to any third party outside the Weatherbys group of companies.

24.2.4 By signing any Weatherbys Bank Limited application, you agree that we can use your information, as detailed in these Terms and Conditions, in this way.

24.2.5 Under the Data Protection Act, you have the right to see any personal records we hold about you. We may charge for providing this information.

24.2.6 From May 2018 a new law will come into force regarding how we hold information about you and how we use it to provide our services to you. When it is implemented we will amend these terms and conditions and any other documentation regarding data protection to reflect the new and strengthened rights that you will have. As part of the changes we will confirm that when implemented we will no longer charge if you request a copy of the information we hold about you.

## **25 Variation Of Terms And Conditions**

25.1 We reserve the right to vary these Terms and Conditions, for the following reasons:

- to respond to reasonable cost increases or reductions with providing the particular services to you. To respond to changes made in the charges applied by our competitors in the retail financial services market offering similar products;
- to respond to a change or changes in the rate that is set by the Bank of England or a change in LIBOR (that is the London Inter Bank Offered Rate) or equivalent money market rate which impacts on the costs we incur;
- to respond to changes in the rates of interest which banks or other organisations offering similar services charge to customers with similar products;
- to respond to changes in our credit assessment of you;
- to respond to legal or regulatory changes or requirements;
- to respond to administrative and/or systems changes (including without limitation IT hardware and software changes).

25.2 We will provide you with written notice of any change by post, statement message, statement insert or e-mail to the address provided by you in accordance with the timescales set out below.

25.3 If we wish to make a change to a condition which relates to payment services on your account, we will give you at least 60 days personal notice before we make the change irrespective of whether the change is favourable or unfavourable to you.

25.4 We do not have to give you prior notice where we reduce your charges.

25.5 Where we make changes to interest or exchange rates, we can apply these immediately without prior notice if either the changes to the actual interest or exchange rate arises from changes to a reference interest rate or reference exchange rate. We cannot however change an exchange rate already agreed with you for a specific transaction that we have arranged in advance, such as a payment in another currency. We also do not have to give you prior notice of changes that are favourable to you or we are required by a change in the law or regulation to implement a change by a particular date and there is not sufficient time to give you notice.

25.6 If you do not notify us that you are not happy with any of the changes before the end of the relevant notice period, you will be treated as accepting the changes. You have the right to terminate the contract without charge at any time before that date. If we have made a major change or a lot of minor changes in any year, we will give you a copy of the new Terms and Conditions or a summary of the changes.

25.7 These Terms and Conditions do not affect or exclude any Terms and Conditions implied by law unless they expressly say so.

25.8 If our service does not conform to your rights under the Consumer Rights Act 2015 you have the right to remedies including, but not limited to, the right to a repeat performance or a right to a price reduction.

## **26 Treating Customers Fairly**

26.1 We adopt a responsible attitude towards the operation of your account. We will act promptly, efficiently and fairly with you, having due regard to any communications or financial promotions made by us from time to time.

26.2 We will be open and clear in our dealings with you and ensure any complaint is resolved quickly. We will not take advantage of situations where the principles of fairness could be compromised.

26.3 We will endeavour to ensure that all documentation is clear and unambiguous and exercise our judgement in applying these terms and conditions to your account.

## **27 Queries Or Complaints**

27.1 We pride ourselves on providing an excellent level of customer service but there may be times when you might wish to complain about something we did not get quite right.

27.2 When that happens, we would encourage you to tell us about your complaint so we can put things right. You can contact us at our Helpdesk on +44(0)1933 304777, or write to the Head of Customer Service, Weatherbys Bank Ltd, Sanders Road, Wellingborough, NN8 4BX.

27.3 We will accept a complaint by email, telephone or letter. For security reasons, however, we would urge that you do not divulge any personal information within an email. We will acknowledge receipt by email, but for the same security reasons, our responses will be by telephone or letter.

27.4 We aim to respond to your complaint immediately. However if we have not been able to achieve this, within one week we will write to you to tell you:-

- why we have not yet been able to resolve your complaint;
- who is dealing with the complaint;
- when we will contact you again.

27.5 We will contact you regularly until your complaint is resolved. If your complaint is particularly complex it may take longer to resolve.

27.6 If we are unable to reach an agreement with you then by the end of eight weeks we will:-

27.6.1 Send a letter to you giving you reasons for our delay with indications of when we expect to be able to provide a resolution.

27.6.2 Inform you that you will be able to refer your complaint to the Financial Ombudsman Service ("FOS").

27.7 You can contact the FOS at [financial\\_ombudsman.org.uk](mailto:financial_ombudsman.org.uk) or at Exchange Tower, London, E14 9SR, or by telephone 0800 023 4567.

27.8 If your complaint relates to a payment service provided by us, we will send you a final response to your complaint by the end of 15 business days after the day we received it or in exceptional circumstances where this is not possible for reasons beyond our control, by the end of 35 business days after the day on which we received it. These time limits do not apply to complaints which we resolve within 3 business days following the day of receipt of your complaint.

27.9 Please inform us immediately, or as soon as reasonably practicable, if you believe there is a transaction on your account that you have not authorised, or if you believe we have made an error on your account.

27.10 If you opened your account online and you are not satisfied after we have tried to resolve your complaint, you can use the Online Dispute Resolution website to resolve your dispute regarding goods or service sold online. For more information please see their website at [ec.europa.eu/consumers.odr](http://ec.europa.eu/consumers.odr).

## **28 Telephone Calls**

28.1 All telephone calls made to or from Weatherbys' offices are recorded for the purpose of security and accuracy.

28.2 We will accept telephone instructions to, for example, send a payment. However, we must be satisfied as to the identity of the caller and adopt a password system to ensure this. You must keep your password secret. (This means you must not write it down or allow anyone else to use it). You must telephone us as soon as possible if:

- you think that someone else knows your password;
- you have forgotten your password;
- you think that someone is trying to use your account.

28.3 Until you tell us, you will be responsible for any instruction given using your password, even if it was not given by you. We will not be liable to you for having acted on such instructions.

## 29 Marketing Material

29.1 From time to time we send our customers details of products/services that we feel may be of interest to them.

29.2 We will not give any of your personal details to anybody outside the Weatherbys group of companies. If you do not wish to receive such details you must advise us accordingly.

29.3 When you become a customer we will give you the opportunity to say that you do not want us to contact you for marketing purposes and this option will be found on the account application form. At least every three years we will remind you that you can do this.

## 30 Protecting Your Account

30.1 It is important that you follow the advice given below.

30.2 If you have Online Banking you can provide your security details to authorised companies that provide Payment Initiation Services or Account Information Services (collectively known as TPPs) but you must not share them with anybody else.

30.3 Payment Initiation Services are services that allow you to instruct payments to be made from your account by a third party. Account Information Services are services that allow you to see your accounts with different providers in one place.

30.4 If you choose to share such information with a TPP, you do so at your own risk. You should check that the TPP is authorised before you use them. You can do this by contacting the FCA at [www.fca.org.uk](http://www.fca.org.uk).

30.5 We will not be liable for any loss howsoever arising caused by your use of such services. As your Bank, we have no control over such services or the providers or how your information will be used by them. Accordingly it is your responsibility to agree the scope of such services with the provider.

30.6 You should be aware that if the TPP requires your security details in order to provide their services, they will be able to see exactly the same information that you can see when you use online banking.

30.7 If you ask us to share any information that is not about you, for example, in relation to a joint account, it is your responsibility to have informed and obtained permission from any other persons or organisation, to share such information. We reserve the right to check with them to confirm this prior to carrying out any instructions to share information with a third party provider.

30.8 You should let us know as soon as possible when you change your name, address, telephone number, email address, nationality, move to another country or change the way you sign your name. If we do not hold correct information we may make your account dormant to protect us both.

30.9 You should check your statement regularly. If there is an entry that seems to be wrong, you should tell us as soon as possible so that we can investigate it. Regularly checking your standing orders and direct debits will help you to be sure that your money is going where you want it to.

30.10 If we need to investigate a transaction on your account, you should co-operate with us and the police, if we need to involve them.

30.11 The care of your cheques, cards, PINs and other security information is essential to help prevent fraud and protect your account(s). Please make sure you follow the advice given below:

- Do not keep your cheque book & cards together.
- Do not allow anyone else to use your card, PIN or password.
- Advise us immediately, in writing, of any change to your address or contact telephone numbers.

30.12 We will never ask you to tell us your PIN. If you are in any doubt whether a caller is genuine, or if you have any suspicions, take their details and call us.

30.13 Never write down or record, on any device, your PIN or password.

30.14 Always take reasonable steps to keep your card safe and your PIN and password secret at all times. If you change your PIN always choose the new PIN carefully avoiding easily guessed numbers such as date of birth.

30.15 Keep your card receipts and other information about your account containing personal details safe.

30.16 Some internet retailers are registered with secure payment schemes, such as Verified by Visa (VbV). Your Weatherbys Bank Debit Card carries this protection and you should activate and use VbV whenever possible to make online purchases safer. You will be required to register a password to enable you to use websites protected by VbV. Failure to register may mean that you will be unable to make successful purchases. After registration please ensure that you keep the password safe at all times.

30.17 Be aware that your post is valuable information in the wrong hands. If you are expecting a statement from us and do not receive it, contact us as soon as possible.

30.18 If you send a cheque through the post, it will help to prevent fraud if you clearly write the name of the person you are paying the cheque to and put extra information about them on the cheque. For example:

- if you are paying a cheque to a large organisation such as the Inland Revenue, write on the cheque the name of the account you want the cheque paid into (for example, Inland Revenue – account J Jones, reference 123456); or if you are paying a cheque into a bank or building society account, always write on the cheque the name of the account holder (XYZ Bank, account B Brown).

30.19 You should draw a line through any unused space on a cheque that you issue so that unauthorised people cannot add extra numbers or names.

30.20 It is essential that you tell us as soon as you discover that:

- your cheque book or card has been lost or stolen;
- someone else knows your PIN or any password.

30.21 The best way of telling us about the loss will usually be by telephone, using the numbers we have given you, or by email using the address we have given you for this purpose.

30.22 If you want to cancel a payment or series of payments you have authorised, you should do the following in writing:

- to cancel a direct debit you can either tell the originator of the direct debit or you can tell us. We recommend you do both.
- to cancel a recurring transaction, you must tell the originator. We recommend you keep proof of the cancellation.

30.23 It may not be possible to cancel payments if you do not give enough notice of your decision to cancel.

30.24 If you act fraudulently, you will be responsible for all losses on your account. If you act without reasonable care, and this causes losses, you may be responsible for them. (This may apply if you do not follow Section 30 or if you do not keep to your accounts terms and conditions).

30.25 Unless we can show that you have acted fraudulently or without reasonable care, your liability for the misuse of your Weatherbys Bank Debit card will be limited as shown below:

- If your card is used before you receive it, you will not have to pay anything.
- If someone else uses your card details without your permission where the cardholder does not need to be present (such as over the internet) you will not have to pay anything.
- Online Banking is safe and convenient so long as you take a number of simple precautions.
- Keep your PC secure. Use anti-virus and spyware software and a personal firewall.
- Keep all passwords and PINs secret.
- Treat e-mails with caution and do not respond to any e-mail that asks you for your personal details. Neither the Police nor Weatherbys Bank will ever contact you to ask you to reveal your online banking or password details. Visit [www.getsafeonline.org](http://www.getsafeonline.org) for further information in this area.
- Always access internet banking sites by typing the bank's address into the web browser. Never go to an internet banking site from a link in an email and enter personal details.

### **31 Dormant Accounts Or Unclaimed Assets**

31.1 If you have money in a dormant account it will always be your property (or if you die it will become part of your estate). This is the case no matter how many years pass.

31.2 If you ask us we will tell you how to access such accounts.

### **32 Tax Reporting And Withholding For Customers Who Are Subject To The Tax Regime Of Certain Other Countries (Including the United States)**

32.1 We may be required by legislation or by agreement with tax authorities to report certain information about you and your relationship with us, including information about your accounts:

- to the tax authorities in the UK, which may then pass that information to the tax authorities in another country where you may be subject to tax; or
- directly to the tax authorities in other countries (such as the US) where we reasonably think or are required to presume you are subject to tax.

32.2 Where we are required to report information about you and/or your relationship with us, including information about your accounts, this information includes (but is not limited to) the account number, the amount of interest paid or credited to the account, the account balance or value, your name, address, country of residence and social security number or taxpayer identification number. In addition, we may need you to provide us with further information, documents or certifications about your identity, tax residence, nationality and status.

32.3 If we are required to report information about your accounts, you agree that:

- you will provide additional information or documents we need from you and that confidentiality rights under applicable data protection, bank secrecy or similar laws will not apply to information we report or obtain from you to comply with our obligations;

32.4 If you do not provide us with information or documents we need, we may (i) apply a withholding tax to amounts, including interest, we pay to you; or (ii) close your account; and we will not be liable to you for any loss you may suffer as a result of our complying with legislation or agreements with tax authorities in accordance with this condition, unless that loss is caused by our gross negligence, wilful default or fraud.

### **33 Power Of Attorney**

33.1 A power of attorney will be applied to an account provided we receive appropriate evidence. We will deal with that person as if they were you for the purposes of this agreement.

### **34 Mental Incapacity**

34.1 If an account holder becomes mentally incapable, we cannot continue to operate the account without an order from the Court of Protection (in England and Wales), which protects the rights of mentally incapacitated people or evidence of a valid 'enduring' or 'lasting' Power of Attorney.

34.2 In these circumstances a new mandate will be required.

### **35 Bankruptcy**

We will freeze your account when we are notified about the bankruptcy and will have to return cheques drawn on the account, even if it is in credit. This is because the money in the account would come under the control of the person who administers your assets. The money in the account is unlikely to be available immediately for you to use.

### **36 Severance**

If any provision of these Terms (or any part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall to the extent required be deemed not to form part of the Terms and the validity and enforceability of the other provisions of the Terms shall not be affected.

### **37 Waivers**

We may allow you extra time to comply with your obligations or decide not to exercise some, or all, of our rights but we can still insist on the strict application of any, or all, of our rights at a later date.

### **38 Applicable Law**

These Terms and Conditions shall be construed in accordance with English Law and will be subject to the exclusive jurisdiction of the English Courts. The language we use for all our communications is English.

The parties do not intend that any provision of these Terms and Conditions shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to these Terms and Conditions.

## **Section 2: Operating A Joint Account**

1.1 The Terms and Conditions in this section explain your rights and responsibilities and those of Weatherbys Bank Limited in respect of your joint account and are in addition to those provided in Section 1. In the event of any conflict, the General Terms and Conditions relating to your account(s) will apply.

1.2 Please read the Terms and Conditions carefully. They apply in respect of all use and transactions undertaken by you or any other party to the joint account.

### **2 What Is A Joint Account?**

2.1 A joint account is an account opened in the names of two or more people. You can have an individual account as well as a joint account.

2.2 Joint accounts are useful where the finances of the parties are closely linked, but with the added convenience come extra responsibilities. Some of these are important and may not be obvious. This section explains some of the things to look out for.

### **3 Features**

3.1 The way a joint account is operated is governed by the mandate under which the account is operated. Each joint account holder must sign a copy before the mandate comes into force.

3.2 Each of you can take or use everything in the joint account, although the mandate may restrict this by requiring specific joint account holders to sign whenever money is taken out of the account.

3.3 Each joint account holder is separately responsible and together you are jointly responsible for all the debt on the joint account. This is generally true even if only one of you puts all the money into the joint account or if only one of you takes all the money out and spends it.

3.4 You can arrange between yourselves how the money in the joint account is to be split. That is a private matter between you and would not affect the bank or the terms on which your joint account is operated. Weatherbys Bank still regards each of you (and all of you) as responsible for all of the debt.

#### **4 Opening A Joint Account**

4.1 You should only open a joint account if you and the other joint account holders understand the commitments you are entering into.

4.2 Where applicable, you also need to think about what would happen when your horse is sold or the partnership is terminated.

4.3 Please note that, under the Rules of Racing Syndicates and Joint Partnerships where the partners have registered together for VAT purposes, must operate joint accounts.

#### **5 Operating A Joint Account**

5.1 When you open a joint account, the standard authorisation basis for transactions will be any-to-sign. However, you can specify that you require any payments from the account to be authorised by all of you (all-to-sign). Alternatively, you can make a specific instruction e.g. any two or three to be the required signatories, but you will need to contact us to make arrangements for this.

5.2 It will not be possible to operate a joint account with a debit card on an all-to-sign basis.

5.3 If you are at all worried about how the other joint account holders may use the joint account, you should consider carefully whether a joint account is the right choice for you.

#### **6 Overdrawn Balances**

6.1 If you have agreed an any-to-sign joint account, the other joint account holders will be able to make the joint account go overdrawn without your knowledge or agreement, if we allow them to do so, for example, if we honour the cheques they sign.

6.2 The other joint account holders could also create an overdraft that is not authorised at all or is over the agreed limit. Remember that, as a joint account holder, you personally are responsible for paying off that overdraft, even if you did not agree it or did not know about it.

### **7 Statements**

7.1 You are all entitled to see all information about all transactions on the joint account. Ordinarily, only one statement is produced for the account. Copy statements however, to any/all of the partners, can be produced but there is a cost for this service. If you are not happy about this, do not open a joint account.

7.2 Where a sole account is converted into a joint account, statement information relating to the account when it was a sole account may be made available to any of the joint account holders.

### **8 Changing Your Account**

8.1 If you set up a joint account where any of you can sign, then any of you separately can arrange with us to only accept transactions with all signatures in future. We will need a reasonable amount of time to make the change. Once the change has been made, any cheques signed by just one party under your old instructions may have to be returned unpaid, even if they were signed when the old any-to-sign instructions applied.

8.2 If you set up an all-to-sign joint account and you want to change it to any-to-sign you all have to agree to this and so does Weatherbys Bank.

### **9 Power Of Attorney**

9.1 A power of attorney can be applied to a joint account, only if we and the other joint account holders agree. Normally the most convenient thing to do is to make the attorney a signatory on your joint account. This will enable them to operate the joint account on the terms of the mandate.

### **10 Mental Incapacity**

10.1 If one of the other joint account holders becomes mentally incapable, we cannot continue to operate the joint account without an order from the Court of Protection (in England and Wales), which protects the rights of mentally incapacitated people.

10.2 If the other joint account holders appointed you as attorney, under an 'enduring or lasting power of attorney' (in England and Wales) or a 'continuing power of attorney' (in Scotland), you can register the power of attorney and operate the joint account.

10.3 If they appointed another person, that person would have to agree with you and Weatherbys Bank how to operate the joint account and we may need a new mandate from you.

### **11 Bankruptcy**

11.1 We will freeze the joint account when we are notified about the bankruptcy of any joint account holder and will have to return cheques drawn on the joint account, even if it is in credit. This is because the money in the joint account would come under the control of you and the person who administers the other joint account holder's assets. The money in the joint account is unlikely to be available immediately for you to use.

## 12 Financial Links

12.1 Generally, a financial link or 'association' will be created at credit reference agencies when you set up an account in joint names that allows you to borrow money. This means that your financial affairs and those of the other joint account holders may be treated as affecting each other.

12.2 You may find it more difficult to get credit, even in your own name, if another joint account holder has a bad credit history or runs into problems in future. Equally, if the other joint account holders have a good credit record, you may find it easier to obtain credit in your own name.

## 13 Responsibility

13.1 As joint account holders, you are all responsible individually and together for repaying any outstanding debt. This means that if one of you refuses, or cannot, repay a debt, the other account holder(s) are responsible for repaying it.

## 14 Disputes

14.1 In the event of a dispute we may be able to give you more control by changing an any to sign joint account to an all-to-sign joint account if you ask us to do so. You or Weatherbys Bank may decide it is best to freeze the joint account, so that no new transactions can be made on it or that payments can only be made if you and the other joint account holders all agree. We may do this if you tell us there is a dispute between you and the other joint account holders about money in the joint account.

14.2 Normally this will be a temporary step, to protect you until the bank can get instructions from you both.

14.3 The name of an account holder can only be removed when all account holders agree in writing, any money owing has been repaid and all stationery relating to the account holder has been returned.

## 15 Termination

15.1 We need to know how you want to handle existing standing orders and direct debits if you wish to terminate the account. We will need to know how the money in the joint account is to be divided between the partners, and agree how any overdraft will be dealt with.

15.2 We may continue to act on the mandate we hold for your joint account until we receive new instructions from you or the other joint account holders. However, depending on the nature of the information we receive, we may freeze a joint account until we receive further instructions from both parties.

15.3 We may also ask for the return of any unused cheques and cards. Until all cards are returned, all card transactions will continue to be deducted from the joint account.

## 16 Responsibility Following Termination

16.1 Until we have received the unused cheques remaining in your cheque book we may continue to pay cheques written on the account.

16.2 Should we be forced to pay any cheques following termination you, and all other account holders, will still be responsible for any debt created.

## 17 Death Of A Partner

17.1 Where the joint account is in credit when a member dies, whoever is winding up the estate may need to claim against the surviving joint account holders for their share of the money in the joint account. In other cases, the joint account will be frozen and we will only act on the instructions of the surviving joint account holders and the executors of the estate, once the Executor gains legal title to it. This is subject to any rights that we or any third party may have.

## 18 Third Party Authority

18.1 If you want to authorise another person to operate your account(s) you (all of you for joint accounts) will need to sign a third party mandate. If you do this then you will be responsible for the third party's actions or omissions as if they were your own.

## Section 3: Online Banking

1.1 The Terms and Conditions in this section explain your rights and responsibilities and those of Weatherbys Bank Limited in respect of your use of Online Banking ("the Service"), and are in addition to those provided in Section 1. In the event of any conflict, the General Terms and Conditions relating to your account(s) will apply.

1.2 Please read the Terms and Conditions carefully. They apply in respect of all use and transactions undertaken by you via the Service.

1.3 In these Terms and Conditions "we", "us" and "our", mean Weatherbys Bank Limited and "you" and "your" mean the account holder who has applied for the Service and if more than one account holder has applied all of them. A "Working Day" means a day other than a Saturday, Sunday or Bank Holiday in England.

### 2 Use of Service

2.1 The Service may only be used by persons aged 18 years and over. Completion of the application form does not allow you an automatic right to the Service and acceptance for the Service is subject to our discretion.

2.2 You will need access to the internet and a mobile phone to use the Service and you will be responsible for any telephone costs and/or charges made by an Internet Service Provider.

2.3 You must let us know if your registered mobile phone number changes. We make no guarantees as to the speed, resolution or access to the Service via the Internet.

2.4 You must exit the Service when leaving your computer terminal unattended and must not allow anyone else to operate the Service on your behalf except where an Enduring Power of Attorney or Lasting Power of Attorney has been granted.

2.5 Use of the Service does not confer any right on you to overdraw your account(s) except to the extent of any overdraft facility which we may have agreed from time to time. All transactions via the Service are subject to your account Terms and Conditions as from time to time amended.

### 3 Security

3.1 We will use all reasonable endeavours to monitor and maintain the security of the Service but due to the nature of the Internet, we cannot guarantee absolute security at all times.

3.2 Your User ID and Login Password are used to gain access to the Service, together with a single use password (hereafter called 'OTP'). To validate certain transactions, you will be asked to create and use a transaction PIN ('TPIN'). The User ID, Password and TPIN should not be kept together. They must be kept in a safe place at all times. You must not write down, record them on any device, disclose or reveal them to anyone.

3.3 If you suspect that someone knows or has discovered your User ID, Password or TPIN, you must notify the Online Banking Helpdesk immediately by calling +44 (0) 1933 304777. Your liability ceases as soon as we receive notification, unless the unauthorised use of your User ID or Password is due to fraud or gross negligence on your part, then you may be liable for all losses subsequently incurred.

3.4 When you send instructions via the Service, having gained access to the Service by using your User ID, Password and OTP, you are authorising us to carry out your instructions.

3.5 You are responsible for the security of any of your data which you download from the Service onto any hardware or software you may be using.

3.6 The Service uses 128 bit technology. The use of such levels of encryption may be illegal in some countries outside the UK. It is your responsibility, when in countries outside the UK, to ensure that the use of the Service is permitted by local law.

3.7 We reserve the right to suspend access to the Services if:

- incorrect User ID and Password are used to try to access the Service;
- we suspect that an unauthorised person is attempting to access the Service; or
- in our discretion there is reasonable justification for doing so.

### 4 Instructions to Us

4.1 We will only accept instructions if your User ID and Passwords are used in accordance with these Terms and Conditions. If your User ID and Passwords are used as requested, we will be entitled to assume that those instructions have been given by you and that you authorise us to accept and act upon those instructions.

4.2 You may authorise a TPP to have access to your account or to make withdrawals. We may however deny access to a TPP if we reasonably suspect that it is not authorised by you or the attempted access is fraudulent. Unless we are prevented by law, we will tell you if we deny access and the reasons why.

4.3 If you choose to use a TPP we will treat any instruction from them as if it was made directly by you.

4.4 Even where you use a TPP you must in any event inform us about any unauthorised or incorrect payments.

4.5 We can refuse to act upon any instructions received if:

- we have reasonable grounds for believing that you did not send the instructions;
  - the instructions are not clear; or
  - in our reasonable opinion, the instructions would create an unauthorised overdraft or an overdraft in excess of an agreed facility.
- We will endeavour to act on your instructions promptly, once received, subject to clauses 2.7 and
- and we will not be liable to you as a result of the refusal to act on such instructions.

4.6 Instructions for payments and transfers will only be accepted via the Service when they are given through the completion of the relevant input screens that form part of the Service.

4.7 We will accept your online instructions to make payments. The accuracy of this information will remain your personal responsibility and we are unable to accept liability if funds are sent to incorrect recipients.

4.8 When you instruct us to make a payment online and we are notified by the Current Account Switching Service that the intended payee has switched accounts using the Current Account Switching Service, we will notify you of the new details by letter and it will be your responsibility to update the online record accordingly.

4.9 We can accept payment instructions made through the Secure Mailbox e-mail facility if you are unable to complete the online payment request, although we cannot accept any instruction which requires us to act at a specified time or value. We will endeavour to act on a payment request sent via the Secure Mailbox sent during normal business hours but if a payment processing cut-off time has been reached, then the instruction will be processed on the next working day. Do not use the Secure Mailbox for requests that require immediate attention, such as reporting the loss or theft of your debit card or for urgent payment requests, please telephone us instead.

4.10 Payment and transfer instructions denominated in Sterling will be processed immediately where possible but we can only process some instructions denominated in currencies other than Sterling during a Working Day. You are responsible for ensuring that all the instructions you give us are correct and in particular that payment and transfer instructions match your intended recipient.

4.11 You can only cancel or amend payments and transfers if they have not been acted on by us.

4.12 We reserve the right to reject the User ID and Password you have chosen if, in our reasonable opinion, it is inappropriate for the Service.

4.13 We reserve the right to reverse any transfer(s) made using the Service when, in our reasonable opinion, the circumstances so require and we shall have no liability to you as a result of such a reversal.

4.14 We will make information about payments into and out of your account available to you through Online Banking. Monthly statements will be available to view online.

## **5 Liability**

5.1 We shall not be liable to you for any loss or damage which you may suffer as a result of using the Service, except where such loss or damage was caused by negligence, wilful default or fraud by us or our employees.

5.2 You shall be liable to us for any loss suffered by us as a result of any breach of these Terms and Conditions by you, or any fraudulent or grossly negligent use of the Service by you. Where alleged fraud has occurred on your account that forms part of the Service, you will be required to co-operate with the Police in any investigation.

## **6 Call Message Recording**

6.1 Telephone calls and electronic messages to us may be monitored and recorded for security purposes and to maintain and improve our Service.

## **7 Online Availability**

7.1 From time to time the Service may be closed down for repair, maintenance work or upgrade or where it is necessary to protect your interests or ours. We shall, where practicable, give as much notice as possible in the circumstances.

7.2 We cannot guarantee availability of the Service.

## **8 Termination**

8.1 You may terminate the Service at any time by notifying us by writing to Weatherbys Bank Limited, Sanders Road, Wellingborough NN8 4BX, or by telephoning the Bank Helpdesk on +44 (0) 1933 304777. The notification will only be effective once it is received by us. The Service will then cease to be provided to you.

8.2 We reserve the right to vary these Terms and Conditions at any time. Any variation will only take place after we have given you appropriate notice in accordance with our General Terms.

8.3 We may terminate the Service immediately if you persistently breach these Terms and Conditions or if we suspect fraud and misuse of the Service by you.

## **9 Applicable Law**

9.1 The Terms and Conditions of the Service shall be construed in accordance with English law and will be subject to the exclusive jurisdiction of the English Courts.



**WEATHERBYS PRIVATE BANK**

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Registered number: 2943300. Registered Office: Sanders Road Wellingborough Northamptonshire NN8 4BX.