

Anglo Irish Bank



Anglo Irish Bank Business Deposit and Charity Accounts

Terms and Conditions

Effective 15 April 2010

Terms and Conditions

Business Deposit and Charity Accounts

1. Definitions

- 1.1. "Act" is the Data Protection Act 1998.
- 1.2. "Account" refers to any of our Small Business Deposit or Charity Deposit accounts.
- 1.3. "Account Holder" is the Business in whose name the Account is maintained.
- 1.4. "Agreement" means the Agreement You enter into with Us and which is made up of:
 - 1.4.1. These Terms and Conditions
 - 1.4.2. The Application Form
 - 1.4.3. Any banking terms and conditions implied by law.
- 1.5. "Applicant", "you" or "your" is the Account Holder.
- 1.6. "Application Form" is the form completed by the Applicant to open the Account.
- 1.7. "Authorised Representative", "they", "them" or "their" refers to any signatory who is authorised by the Applicant on the Application Form to operate the Account on behalf of the Business.
- 1.8. "Bank", "we", "our" and "us" means Anglo Irish Bank Corporation Limited, its successors, assigns and transferees.
- 1.9. "Business" means Company, Partnership, Sole Trader, Limited Partnership, Limited Liability Partnership, Club or Association which is registered and resident in the United Kingdom or a Registered Charity registered in England or Wales.
- 1.10. "Business Day" means any day other than a Saturday, Sunday or Bank Holiday in England and Wales.
- 1.11. "Deposit or Deposits" means the sum (or sums) of money deposited with the Bank in the Account.
- 1.12. "FSA" is the Financial Services Authority.
- 1.13. "HMRC" is HM Revenue & Customs
- 1.14. "Lodgements" are any monies received to add to the Account after the initial Deposit.
- 1.15. "New Application Pack" is the documentation comprising Terms and Conditions, Application Form, brochure and summary box.
- 1.16. "Nominated Bank Account" is the bank account upon which your initial Deposit to your Account is drawn which must be an Account in the Applicant's names or if amended the bank account accepted under Clause 8.3.
- 1.17. "Review Date" is the date on which the interest rate is set on the Account from time to time.
- 1.18. "Variable Products" means the Quick Access Account or one of our Notice Accounts as selected by the Applicant on the Application Form for the applicable issue.
- 1.19. "Variable Product Holder" is the Business in whose name the Variable Product is maintained.

2. Account Availability

- 2.1. This Account is only available to Businesses that have a turnover of less than £1 million. The Account may only be used for business / charity purposes (whichever is relevant).
- 2.2. We may withdraw the availability of Accounts from the market without prior notice at our sole discretion.

3. Initial Deposit

- 3.1. The minimum Deposit is £1 per Account.
- 3.2. The maximum Deposit is £1,000,000 per Applicant.
- 3.3. We will open your Account within five Business Days of receipt of your Application Form provided all relevant documentation is provided and security and identification checks are completed.
- 3.4. The initial Deposit must be received by cheque from your UK Nominated Bank Account. Cheques will start earning interest two Business Days following the date of account opening e.g. on Wednesday if your Account is opened on a Monday. Cheques must be made payable to the Bank and the Business name in which your Product is held e.g. 'Anglo Irish Bank Corporation Limited – XYZ Limited'.

4. Interest

- 4.1. The rate earned on the Variable Product is variable and will be adjusted on a Review Date as detailed in Clause 24.
- 4.2. The interest rate will be at least equal to the Bank of England's Base Rate until the date as specified. For existing customers the base rate guarantee will remain unchanged and for new customers the base rate guarantee will be at least equal to the Bank of England's Base Rate until the date specified in the summary box included in your New Application Pack. Details of applicable rates are also available by phoning **0845 045 0900**.
- 4.3. Interest is calculated each day based on the total cleared balance in the Account at the end of the day using the then prevailing interest rate.
- 4.4. Interest is paid to the Account annually on the anniversary of the opening of the Account, or if this is not a Business Day on the next Business Day.

5. Lodgements

- 5.1. All Lodgements must be in sterling.
- 5.2. Lodgements can be made by cheque or electronically from your Nominated Bank Account. Cheques should be made payable to Anglo Irish Bank and the company name in which your Variable Product is held e.g. 'Anglo Irish Bank Corporation Limited – XYZ Limited'.
- 5.3. Electronic Lodgements will be credited to your Account, value dated and made available for you to use as soon as we receive the Lodgement. With effect from 1st January 2012 all electronic payments which you send to us from your Nominated Bank Account will be credited and value dated on the next Business Day. Prior to 1st January 2012 it may take up to three working days for BACS payment to be credited to your Account.
- 5.4. Cheques will earn interest two further Business Days after the date of receipt e.g. on Wednesday if paid in on a Monday and electronic Lodgements will earn interest from the value date detailed in Clause 5.3.
- 5.5. No Lodgements are permitted from any third party accounts.

- 5.6. You must keep a record of all cheques deposited. If you do not, we may not be able to help you if any cheques become lost.
- 5.7. We reserve the right to refuse any Lodgements at any time at our sole discretion. In such cases we will return the cheque to you, or if paid by electronic means, we will transfer the funds back to the originating account provided we are legally permitted to do so. We will advise you of our reasons for refusal in accordance with the time scales in Clause 6.8.
- 5.8. Where Lodgements are being made by cheque they should be sent to our Freepost address as set out in Clause 21.2.
- 5.9. You may amend your Nominated Bank Account by advising us in writing of the requested change and by complying with Clause 8.3.

6. Withdrawals

- 6.1. Electronic transfers (excluding BACS) will become available in your Nominated Bank Account on the same Business Day provided the instruction is received before 2pm on that day and subject to procedures at the bank where your Nominated Bank Account is held.
- 6.2. BACS transfers usually take three Business Days to become available in your Nominated Bank Account from the date of making the transfer subject to procedures at the bank where your Nominated Bank Account is held.
- 6.3. Withdrawals using a standing order or direct debit facility are not available.
- 6.4. No payments will be permitted to third parties.
- 6.5. We will designate your Nominated Bank Account, for the payment of electronic withdrawals, from the details on the initial cheque used to open your Account with us.
- 6.6. If the Account holder has more than one Nominated Bank Account, the bank reserves the right to delay payment until clear instructions are provided.
- 6.7. We are only permitted to refuse a withdrawal instruction from you in very limited circumstances. These circumstances are:
 - (i) if you do not have sufficient funds in your Account to make the requested payment; or
 - (ii) if you have not satisfied our security requirements; or
 - (iii) if you have not provided us with necessary documentation which we have requested from you; for example if you have not provided us with documentary proof of a change in your Nominated Bank Account or change in your address; or
 - (iv) if we reasonably believe that your instruction is not genuine or is unclear or may cause us to break any Law or Regulation to which we are obliged to adhere; or
 - (v) if we consider that your Account has been or is likely to be misused; or
 - (vi) for fraud prevention purposes.
- 6.8. Unless we are prohibited from doing so by law, we will notify you why we have been unable to make a payment under Clause 6.7 by no later than three Business Days after receipt of your payment instruction and with effect from 1st January 2012 we will make such notification to you by no later than the end of the next Business Day following receipt of your withdrawal instruction.
- 6.9. Withdrawals will be provided from your Account on teleauthorisation by calling our business deposit team on **0845 045 0900** and satisfying our security checks, or upon receipt of a signed, written request to our Freepost address as set out in Clause 21.2. We will issue a cheque payable to the Account Holder, or pay electronically to the Nominated Bank Account.
- 6.10. To conform with the Payment Services Regulations 2009 we will ensure that with effect from 1st January 2012 withdrawals from your Account will arrive in your Nominated Bank Account on the next Business Day. Prior to 1st January 2012 we will ensure that the payment reaches your Nominated Bank Account no later than the third Business Day from receipt of your payment instruction. If however you give us a payment instruction by telephone after 2pm or by letter, it may take one additional Business Day from receipt of the instruction for the payment to reach your Nominated Bank Account.
- 6.11. If you have the Quick Access Account no notice is required to make a withdrawal.
- 6.12. If you have the 7 Day Notice Account you will be required to give us seven days notice to make a withdrawal from your Account. If you do not give us the required notice a charge will apply. This charge is equivalent to seven days' interest on the amount withdrawn and is calculated using the interest rate prevailing on the 7 Day Notice Account at the date of withdrawal. Where notice of less than 7 days is given, the charge will be reduced to reflect the actual number of day's notice given. If there is insufficient accrued interest, any outstanding charge will be deducted from your capital.
- 6.13. If you have the 30 Day Notice Account you will be required to give us 30 days notice to make a withdrawal from your Account. If you do not give us the required notice a charge will apply. This charge is equivalent to thirty days' interest on the amount withdrawn and is calculated using the interest rate prevailing on the 30 Day Notice Account at the date of withdrawal. Where notice of less than 30 days is given, the charge will be reduced to reflect the actual number of day's notice given. If there is insufficient accrued interest, any outstanding charge will be deducted from your capital.

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7. Time scales for clearance of payments into Your Account

- 7.1. The general UK clearing cycle is three Business Days but as we are not a clearing bank, where a cheque is paid into your Account you must normally allow at least six clear Business Days from the time we receive the cheque before any withdrawal is made against the cheque. Even after this time, we may dishonour any payments you make if the cheque does not clear for any reason.
- 7.2. Electronic transfers will normally clear on the day that the payment or transfer is made into your Account. Any sums credited to your Account that are unconfirmed and subsequently uncleared or dishonoured will be debited to your Account. We shall not be responsible for any cheques or other payments until they have been received by us.
- 7.3. The time periods given above for clearance are indicative only. Should any funds be dishonoured after a withdrawal has occurred you will be liable for the overdrawn amount and must repay the overdrawn amount after we have given you written notice to do so.

8. Teleauthorisation facility and security requirements

- 8.1. Telephone withdrawals will only be permitted to your Nominated Bank Account or by cheque to the Account Holder and only then if we are satisfied that our security conditions have been fully satisfied.
- 8.2. The security conditions required for telephone operation of your Account are that, at our request, you must identify the appropriate characters we may ask you from your nominated password. In addition, we will ask you a number of other questions to enable us to determine the authenticity of the caller. Failure to comply with our request satisfactorily will result in access to your funds via the teleauthorisation facility being denied until such time as we receive a completed security form.
- 8.3. If you wish to amend your Nominated Bank Account details for withdrawals, e.g. you have closed the account that the initial funds came from, you must confirm this request in writing and provide us with an original bank statement dated within the last three months for this new Nominated Bank Account or with a cheque drawn on this account. This account must be in the name of the Business. At the discretion of the Bank, additional identification may be requested prior to such amendment.
- 8.4. For Accounts with more than one Authorised Representative, by signing the Declaration on the Application Form you agree that withdrawals may be made on the authorisation of one Authorised Representative only.
- 8.5. Telephone calls made between you and us may be recorded or monitored for training and security purposes and to ensure we carry out your instructions correctly.

- 8.6. It is most important that you keep your nominated password and all other personal and security details relating to your Account safe and that you do not divulge them to anyone else. If for any reason you believe that another person knows or is likely to know your nominated password, it is critical that you advise us immediately by calling the business deposit team on **0845 045 0900**. The Bank will immediately suspend the service on your Account for your protection until the new nominated password and security details have been provided by you in writing to the Bank at the address given in Clause 21.2.
- 8.7. When we call you, we will never ask for details of your password to identify you as a customer. We will ask you questions based on information known to us about you and the transactions on your Account.
- 8.8. When you contact us by telephone, you should not use a cordless or mobile telephone operating on an analogue network. We recommend that you use either a landline telephone or a digital mobile telephone. We are not responsible for the security of your Account if anyone intercepts or overhears you speaking to us on the telephone.

9. Money Laundering Prevention

- 9.1. In order to protect the Bank and its customers, the Bank complies fully with all legal and regulatory requirements.
- 9.2. When we receive your Application Form we will automatically carry out an electronic identity check. In the event that this check is insufficient, we will contact you by letter and specify the documentation which we require.
- 9.3. Each Authorised Representative will be asked to provide his/her home, mobile and business telephone numbers on the Application Form to enable us to carry out additional proof of identity checks.
- 9.4. If you change your address you must notify us in writing as specified in Clause 21.5.
- 9.5. In the event that the electronic identity check fails to adequately identify the Applicant and the subsequent documentation provided is not sufficient to verify the identity of the Applicant, the Bank may, at its sole discretion, delay processing your Application Form and lodging your cheque until such time as the requested information is provided. If your application is processed but you have not provided the required documentation, then withdrawals will not be permitted from the Account until you have provided the required documents.

10. Statements, Confirmations, Interest Certificates and Audit Letters

- 10.1. A confirmation will be sent to you within three Business Days of all Lodgements into your Account and all withdrawals from your Account.
- 10.2. You must check your statement and confirmations as soon as possible after receipt. If you believe there is an entry or detail which seems to be incorrect on your Account you must contact the business deposit team on **0845 045 0900** as soon as possible, but in any event within 13 months after the unauthorised payment or incorrect entry.
- 10.3. Annually on the Account anniversary, the Bank will issue a statement reflecting all transactions since the last statement or since the opening of the Account.

11. Interest Certificates

- 11.1. Certificates of Interest for tax purposes are available upon request.

12. Taxation

- 12.1. As required by law, we will deduct income tax before interest is credited, unless we are satisfied that the Account is not subject to deduction of tax at source.

13. Death

- 13.1. On the death of a Sole Trader the capital value of the Account and the interest accrued is payable, without notice or loss of interest, to the personal representatives of the deceased. Confirmation of the death of a Sole Trader and of any third parties acting on behalf of the deceased Sole Trader (e.g. Executor or Personal Representative) will need to be notified to the Bank with full supporting documents before such payment will be permitted.
- 13.2. On the death of an Authorised Representative, you are required to notify us of this event in accordance with Clause 21.5 and if applicable appoint a new Authorised Representative to operate the Account.

14. Depositor Compensation

- 14.1. The Bank is a participant of the Irish Deposit Protection Scheme. Payments under the Irish Deposit Protection Scheme are limited to a maximum of €100,000 (£92,418 as at 8 October 2009 exchange rate) of an Applicant's total deposits with Anglo Irish Bank Corporation Limited. For further information on deposit protection – please see the consumer section of www.financialregulator.ie

15. Data Protection Act 1998

- 15.1. The Bank complies with the Data Protection Act 1998 in relation to the processing of information about you. The Act provides that upon payment of a fee which will not exceed £15 you are entitled to receive details of the information that we hold about you.

- 15.2. If you wish to request access to this information, please write to: **The Data Protection Officer, Anglo Irish Bank Corporation Limited, FREEPOST LON21430, London, EC2B 2QB.**
- 15.3. Telephone calls to the Bank may be recorded and monitored for your security and for the purpose of staff training and to ensure that we carry out your instructions correctly.
- 15.4. Information may also be processed for the purposes of complying with applicable laws, including anti-money laundering and anti-terrorism laws and regulations and fighting crime and terrorism. This may require the disclosure of information to UK or overseas governmental or regulatory authorities or to any other person we reasonably think necessary for these purposes.

16. What to do if you have a complaint

- 16.1. Occasionally, situations arise where you may be dissatisfied with the Bank's products and service. If you are dissatisfied with the service you have received, you should contact the business deposit team on **0845 045 0900** and discuss your views and concerns.
- 16.2. We will always try to resolve your complaint immediately. However, if that is not possible, or upon request, we will acknowledge your complaint in writing. Full details of our Internal Complaints Procedure are included in your welcome pack.
- 16.3. If we cannot resolve your complaint to your satisfaction you have the right (within 6 months from the date of our final response) to refer the matter to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Website: www.financial-ombudsman.org.uk or call them on **0845 080 1800**.

17. Recognition of Other Interests and Claims

- 17.1. We do not have to recognise the interest or claim of any person other than the Account Holders in respect of money held in any account, nor will we be liable in any way for failing to recognise such interest or claim, except as required by law.

18. Cooling off

- 18.1. If, within 14 days of your opening investment you decide that the type of Account you have opened is not appropriate for you, the Bank will, on being advised by you, return your Deposit together with any interest it has earned to you without penalty provided that any cheque or funds you have paid to the Bank has met our clearance period as referred to in Clause 7. We will ignore any notice period or additional charges that applies to your Account.

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19. Liability

- 19.1. We shall use our reasonable endeavours to ensure that the teleauthorisation service is available during normal business hours on a Business Day but we shall not be held liable for any loss or damage caused by the failure of any systems beyond our control including but not limited to:
- (i) any error or inaccuracy in the instruction you give us; or
 - (ii) your instructions being incomplete; or
 - (iii) your having allowed someone else to use or obtain (with or without your permission) your security details; or
 - (iv) industrial action; or
 - (v) fire, flood, explosion or Government act; or
 - (vi) the failure, directly or indirectly of any power supply, machine, data processing system, data transmission link or telephone link; or
 - (vii) delays in postal deliveries or cheque clearance (since we are not a clearing bank).

20. Liability for unauthorised transactions

- 20.1. Subject to Clause 19, 20.2 and 20.3, we will be responsible for any unauthorised transactions that you tell us about in accordance with Clause 10.2. We will investigate the transaction and we will only be responsible if and when we have concluded that there has been no fraud and you have not been grossly negligent. Where we are responsible, we will immediately refund the amount of the unauthorised transaction and any resulting interest and charges. We will have no further liability to you.
- 20.2. You will be responsible for all losses arising from unauthorised transactions on your Account as a result of:
- (i) you acting fraudulently; or
 - (ii) you intentionally or with gross negligence failing to use the telephone banking service in accordance with the Terms and Conditions (including keeping your security and password details safe); or
 - (iii) you intentionally or with gross negligence failing to notify us in accordance with Clause 8.6 of the loss or theft of your security or password details.
- 20.3. Unless you have acted fraudulently, you will not be responsible for any losses in respect of an unauthorised transaction after you have notified us of the loss or theft of your password or security details. Prior to such notification you will, subject to Clause 19 and 20.2, be responsible for any losses in respect to unauthorised transactions resulting from such loss or theft up to a maximum of £50.

21. Communication between you and us

- 21.1. You may contact the Bank by telephone by calling our business deposit team on **0845 045 0900** or if calling from overseas **+ 44 (0) 20 7601 6314**.

- 21.2. If you wish to instruct us in writing please write to: **Anglo Irish Bank, FREEPOST LON21430, London, EC2B 2QB**. This is a free service and no postage is required on your envelope.
- 21.3. If we need to send you a formal notice (other than those concerned with the day to day operation of your Accounts or changes to the Agreement) we shall send the notice by post and it will be deemed to be received one Business Day after posting if sent first class and three Business Days after posting if sent second class.
- 21.4. We shall contact you at the last address or telephone number you have given us.
- 21.5. You must write to us with a signature from two Authorised Representatives, unless there is only one Authorised Representative, if any of the following occur:
- (i) You change your Business or Charity name. A change of name must be supported with the relevant original or certified documentation such as Certificate of Incorporation.
 - (ii) You change your address. A change of address must be supported by an original or certified copy of a bank statement/utility bill (not a mobile phone bill) showing your new address.
 - (iii) You change your legal status.
 - (iv) Your Business is a Partnership and existing members leave or new partners join the Partnership.
 - (v) Your business is a Limited Liability Partnership and existing members leave or new members join the Limited Liability Partnership.
 - (vi) You wish to change an Authorised Representative or there is any alteration to the person(s) who are authorised to operate the Account.
 - (vii) If there are any other changes relevant to the conduct of your Account.

22. General Matters

- 22.1. These Terms and Conditions will be governed by and will be construed in accordance with, the laws of England and Wales and the Courts of England and Wales will have exclusive jurisdiction.
- 22.2. Each of these clauses is separate from all other clauses, so that if one clause is found to be void or otherwise unenforceable it will not affect the validity of any of the others.
- 22.3. If we do not enforce any of our rights we have under these Terms and Conditions, or if we delay in enforcing them, that does not prevent us from taking any action to enforce our rights in the future.
- 22.4. These Terms and Conditions are in English, which is the language we will use in our communications with you.

23. Alteration of Terms and Conditions

- 23.1. We may make changes to the Terms and Conditions, by giving you at least two months advance personal notice of the changes.
- 23.2. If there have been any significant changes, the Bank will also send a copy of the new Terms and Conditions to you.
- 23.3. In addition to the written notification of changes you can at any time download a copy of the Terms and Conditions of your Account from our website or if you prefer, request a copy of the Terms and Conditions to be sent to you in the post.

24. Interest Rate changes on Variable Products

- 24.1. We may change changes to your interest rates in accordance to Clause 25 in the following ways:
 - (i) If the interest rate is increased, we will update the information on our website within three Business Days and will advise you of this change as soon as reasonably practical.
 - (ii) If the interest rate is decreased (other than in circumstances referred to in Clause 24.1.(iii)), we will give you at least two months advance personal notice.
 - (iii) If we are obliged to change our rates for legal or regulatory reasons we will update the information on our website within three Business Days and will advise you of this change as soon as reasonably practical.
- 24.2. Whenever we change the interest rates, we will update the information on our website within three Business Days. To help you compare rates, the old rate will also be available on our website.

25. Reasons for making changes to Terms and Conditions and/or interest rates

- 25.1. We may make changes to the interest rates and Terms and Conditions under Clause 23 and 24 for all or any reasons set out in this Clause 25:
 - (i) if the change is favourable to you.
 - (ii) following, or in anticipation of, a change in relevant law, regulation or good banking practice.
 - (iii) to reflect the recommendation, requirements or decision of any court, ombudsman, regulator or similar body.
 - (iv) to reflect the costs or consequences of any event beyond our control that may impact our provision of banking services to you.
 - (v) to make the Terms and Conditions clearer.
 - (vi) to reflect any change in the base rate, or any rate that replaces it, as set by the Bank of England or by any entity that takes over the responsibility for setting such rates.
 - (vii) to reflect changes or anticipated changes in costs associated with providing banking services.

- (viii) to reflect changes or anticipated changes in money market interest rates.
- (ix) to improve the service we provide.
- (x) to reflect any change in our systems or procedures, including any change from the reorganisation of our business as a result of it being acquired by, or the bank acquiring, another bank or organisation.

- 25.2. Interest adjustments will always be a fair proportion of the cost of compliance on our banking business as reasonably estimated by us.

26. Impact of an alteration to Terms and Conditions and/or interest rates

- 26.1. You are entitled to close your Account without incurring any charge if you advise us during the two month period referred to in Clause 23 and 24 that you do not accept the reduction in interest rate payable on your Account or the change to Terms and Conditions. If you do not so notify us, you will be deemed to have accepted the changes.

27. Closure of the Account

- 27.1. The Bank may terminate its Agreement with you immediately if it has reasonable grounds for believing that such action is necessary to protect your interests or those of the Bank. Unless it is prohibited from so doing by law or regulation it will give you notice of such a termination not less than two months prior to termination.
- 27.2. The Bank may, at its sole discretion, determine that a Variable Product is no longer available for the addition of lodgements by the Account Holder. The Bank will give the Account Holder at least two months prior notice in writing of such an event, and in such circumstances we will advise the Account Holder of other suitable Anglo Irish Bank products where these are available.

28. Registered Office and Regulatory Status

- 28.1. The Bank is incorporated in Ireland and our Head Office is situated at Stephen Court, 18/21 St. Stephens Green Dublin 2. The registered office of the Bank in the United Kingdom is Anglo Irish Bank Corporation Limited, 10 Old Jewry, London, EC2R 8DN. We are authorised by the Financial Regulator of Ireland and subject to limited regulation by the Financial Services Authority. Details about the extent of our regulation by The Financial Services Authority are available from us on request.

29. Date of Issue and Effective Date

- 29.1. These Terms and Conditions are effective and issued on 15th April 2010.

For more information, please call our UK business deposit team on **0845 045 0900*** if from the UK or **+44 (0) 207 601 6314** if you are calling from overseas. Telephone lines open from 8am-8pm Monday to Friday, excluding bank holidays in England and Wales.

Visual and Hearing Impaired Customers

We offer a range of services that may assist you with your banking requirements – such as literature available in large print and on audio CD. For more information just visit **www.angloirishbank.co.uk** or call us on the number above.

* Calls may be recorded and monitored for security and training purposes. BT landline calls to 0845 numbers will cost no more than 5 pence per minute. Charges from other service providers may vary and calls from mobiles usually cost more.

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