

The **co-operative** bank  
good with money

# Business Account

Terms and conditions

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## – Business Account

The conditions set out below (including those relating to the Business Internet Banking Service and Business Debit Card use, where applicable), together with the application form, the Tariff and any other conditions which may be implied by law, form the agreement between you and The Co-operative Bank p.l.c. (“the Agreement”). They tell you how your Business account works and what your and The Co-operative Bank p.l.c.’s obligations are once you open a Business account with us. “We”, “us” or “our” means The Co-operative bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester M60 4EP and any person to whom our rights and/or responsibilities may be transferred. “You”, “your”, “the customer” means the person, persons, incorporated or unincorporated body in whose name the account is opened.

Where there is reference in these conditions to working day that means any day, other than Saturday, Sunday or a bank holiday in England and Wales. Reference in these conditions to Group means us, The Co-operative Group Limited, Co-operative Insurance Society Limited and any companies or organisations we or they wholly or partly own or are owned by at any time and any other independent Co-operative Societies.

### Using and sharing your information

**i** Your information includes any information about you or anyone associated with you, which we or the Group, hold now, or in the future, as a result of the application process or your other dealings with us or the Group, searches or checks at credit reference or fraud prevention agencies, products and services you hold with us and within the Group, any payments for goods or services arising out of your account (including the supplier and type of goods and services) and this may include sensitive information as defined in the Data Protection Act 1998.

Your information may be held by us in any form and on any Group database and used by us and the Group for the purposes set out below.

We and the Group may use, analyse and access your information to maintain and develop our relationships with you.

Information shared with credit reference and fraud prevention agencies may be accessed by other organisations and used by us and them to prevent fraud and money laundering.

This may include the following purposes:

- checking details on applications for credit and credit related facilities
- to make credit decisions about you and anyone to whom you are linked financially or other members of your household
- managing credit and credit related facilities
- to consider and implement business, product and technology developments

- to undertake statistical analysis, financial risk assessment, money laundering checks (which may include telephoning you), compliance and regulatory reporting, fraud prevention and recovering debt
- to help us identify products and services which may be of interest to you (unless you have asked us not to)
- meeting any obligations we may have under the card scheme your card is issued under.

We may link your information between your account(s) and other products and services you have with us or the Group and with information about others with whom you have a financial link.

We and the Group may identify and tell you by letter, telephone, fax, including automated dialling, email or any other means of communication about products and services which may be of interest to you and which are offered by us, the Group or other carefully selected organisations or companies (if you do not wish to receive such information please write to us at Customer Services, The Co-operative Bank p.l.c., P.O. Box 250, Skelmersdale WN8 6WT for more details, but please note this may mean you will not receive information about business, product or service developments which may be of benefit to you). You do agree that we can forward any newsletter, statement message, new terms and conditions or information about any changes to the way your account(s) operate or provide information on card carriers.

We will disclose information outside the Group only:

- where you have provided your agreement
- to our agents or subcontractors for operational reasons
- to our affinity partner(s) if you have an affinity product(s)
- to any persons, including, but not limited to, insurers, who provide a service or benefits to you or for us in connection with your account(s)
- to licensed credit reference agencies as set out below
- to fraud prevention and other agencies to help prevent crime or where we suspect fraud
- if compelled to do so by law
- for the purpose of compliance and regulatory reporting (for example to the Banking Code Standards Board) and to confirm your identity for money laundering purposes, which may include checking the electoral register
- to any person to whom we will or intend to transfer our rights or obligations
- if your card or pin are lost or stolen, or to meet any obligation we may have under any card scheme your card is issued under
- to a payee’s Bank when you make an electronic payment overseas.

We may disclose your information to licensed credit reference and/or fraud prevention agencies to help make financial or insurance proposals and claims decisions (this will be during the application process and on an ongoing basis, to decide whether to continue to make products or services available to you or adjust any level of credit) for you and anyone with whom you are linked financially or other members of your household – our enquiries or searches may be recorded – and credit reference agencies may supply us with financial information.

We may also disclose information to licensed credit reference agencies about how you conduct your account(s) and this information may be shared with other financial institutions to help make financial decisions about you and anyone with whom you are linked financially or other members of your household. If you borrow and do not repay in full and on time, we may tell credit reference agencies who will record the outstanding debt.

A link between joint applicants and/or any individual identified as your financial partner will be created at credit reference agencies, which will link your financial records. You and anyone else with whom you have a financial link understand that each others information will be taken into account in all future applications by either or both of you. This linking will continue until one of you successfully files a disassociation at the credit reference agencies.

You agree that your information may be transmitted to, from and/or through any country irrespective of the levels of data protection provided in any particular country and at your own risk.

If we transfer your information to an agent or subcontractor who provides a service to us in another country outside the European Economic Area we will ensure they agree to treat your information with the same level of protection as us.

If you write to us and pay a fee you have a right of access to your information held by us. Write to us at Customer Services, The Co-operative Bank p.l.c., P.O. Box 101, Balloon Street, Manchester M60 4EP.

You have a right of access to your information held by credit reference and fraud prevention agencies on payment of a fee. If you ask we will tell you the name and address of the credit reference and fraud prevention agencies we may use.

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

We may record and/or monitor telephone calls, fax or emails between the Bank and the customer to enhance security, sort out complaints, improve our customer service and for staff training purposes.

## 1. Account opening

- 1.1 Any person opening an account on the customer's behalf must be at least 16.
- 1.2 The Bank reserves the right to require you to provide references and to complete mandates at account opening and from time to time.
- 1.3 If your account requires the payment of a monthly fee then you must ensure there are sufficient funds in to meet payment of the first 2 monthly fees. If there are insufficient funds at the time to pay the fee in each of the first 2 months of opening your account, then we reserve the right to close your account in accordance with condition 9.

## 2. Operation of the Account

- 2.1 The Bank will issue statements:
  - each time 25 transactions have passed through the account, or at least every 6 months, whichever is earlier
  - every six months in the case of Business Select Deposit accounts
  - every month in the case of the Corporate Reserve account
  - on request.

The Bank reserves the right to terminate this service in the case of accounts which have not been used for more than six months.

## 3. Payments into your account

- 3.1 We accept cash, cheques and other items that are payable to you for payment into your account. If you pay items into your account on a working day we will usually deal with them that day provided they are received by us before 4.30pm (3.30pm in Northern Ireland); otherwise they will be dealt with the next working day. This will affect when you can withdraw the money; please see condition 4 for details.
- 3.2 If you pay a cheque into your account and it is returned unpaid, the amount may be deducted from your account. We will tell you when this has happened. We may ask for payment again from the bank of the person who issued the cheque or return it to you. If you withdraw some or all of the amount of a cheque which is later returned unpaid and this withdrawal or the unpaid cheque causes your account to go overdrawn or over a formal overdraft limit, this will be considered as an unplanned request to access our overdraft services in accordance with condition 7.

3.3 If a payment is fraudulently or mistakenly paid into your account, the amount of the payment may subsequently be removed from your account. This may be the case even if you have used all or part of the money. If deduction of the payment from your account would either make your account go overdrawn or over a formal overdraft limit this will be considered as an unplanned request to access our overdraft services in accordance with condition 7.

## 4. Payments out of your Account

4.1 We will make a payment out of your account if:

- you authorise us in accordance with these conditions, and
- there is available money in your account, either cleared funds or a formal overdraft limit.

We may consider any payments made, agreed or authorised from your account regardless of whether or not they have yet been deducted.

4.2 We may decline to make a payment out of your account if:

- we suspect the payment to be fraudulent as part of our monitoring for fraud prevention purposes
- you do not have available money in your account at 9pm the working day before to cover payments.

4.3 If you ask us to make a payment out of your account either by cheque, card or other payment instruction when you do not have available money in your account or which would cause your account to go overdrawn without agreement or over a formal overdraft limit, we will consider this as an unplanned request to access our overdraft services in accordance with condition 7.

4.4 There may be a delay in us carrying out your payment instructions while monitoring and/or fraud prevention checks take place.

4.5 You can ask us to stop or cancel a payment provided:

- the amount has not already been deducted from your account
- we have not told the payee or their bank that it will be paid,
- if it is a standing order or direct debit, you ask us to stop the payment before it is due to be made, and
- it is not a cash or card payment. If you want to cancel a direct debit or other regular payment tell us, but you should also tell the person or organisation that collects the payment that you have cancelled it.

4.6 When you write a cheque it is important to take all reasonable precautions to prevent anyone else altering it. For example, clearly write the name of the payee and add the name or account number of the person the money is being paid to, e.g. HMRC (account AN Other). Always draw a line through unused space on the cheque, to prevent extra numbers or names being added. Do not write a future (or post) date on a cheque as it may not prevent the payee from paying it into their bank before that date and payment being made.

4.7 When making a payment to another account, it is important you ensure the accuracy of both the sort code and account number of the account you are sending the payment to. If your instructions are not accurate we may not be able to recover the payment.

4.8 If your cheque book or any cheques are lost or stolen or have been used by someone else, please tell us immediately by telephoning the Bank.

4.9 You can tell us to stop a cheque by telephoning the Bank. The charge for stopping a cheque is set out in our tariff.

4.10 If we receive a cheque written by you for payment and it is more than six months old we may, but we do not have to, pay it.

## 5. Clearing Payments

5.1 Generally, the 'central clearing cycle' for England and Wales (normally 3 working days) is the time taken for payments made from or into your account to be deducted or added.

5.2 If you issue a cheque the money will normally be deducted from your account 3 working days after the payee pays it into their bank account, unless it is paid into a building society, a bank outside the United Kingdom or a post office, where it may take longer. If you cash a cheque at your branch the amount will normally be deducted from your account the same day provided it is a working day. If you issue a cheque which is 'specially presented' the amount will be deducted from your account the working day it is received by us.

5.3 When you pay a cheque into your account you will normally have to wait 4 working days after the working day on which it has been paid in before you can withdraw the money. If you pay a cheque into your account via a post office the payment into your account will be delayed by up to 2 working days and, therefore, you will normally have to wait 6 working days after the working day on which it has been paid in before you can withdraw the money.

5.4 A cheque paid into your account may be returned unpaid. This will usually happen 4 working days after it has been received by us, but it could be later. In these

circumstances condition 3.2 will apply. We will not return a cheque unpaid more than 6 working days after the working day on which it is paid into your account, unless you have been, or we reasonably suspect that you have been, knowingly involved in a fraud concerning the cheque.

5.5 When you pay cash into your account at any of our branch counters the money will be available that working day provided payment is before 4.30pm. Cash paid in after 4.30pm will be credited to your account the next working day. If you pay cash in at a post office the money will normally be available 3 working days after the working day on which you pay the money in.

5.6 If you have instructed us to make an automated payment, such as a standing order or direct debit, the payment will normally be deducted immediately but can be reversed, for example, if we suspect error or fraud. It may take up to 3 working days before the payment reaches the payee.

5.7 Funds transfers between accounts held with us instructed either by telephone or internet banking will be available on the same working day provided the instruction is before 9pm. Transfers can be reversed, if we suspect the transfer to be fraudulent, as part of our monitoring for fraud prevention.

## 6. Credit and Debit Interest, tariff and other fees and charges

6.1 If your account is interest bearing, interest is calculated daily on the available credit balance on the account. For this purpose money paid in will count towards the available credit balance 2 working days after the working day a cheque is paid in; the next working day after payment in of cash, and the same working day for fund transfers between accounts held with us, for standing orders and direct debits and for CHAPS payments.

6.2 The Bank may vary the rate of interest from time to time but will notify you in accordance with condition 16.1.

6.3 The Bank reserves the right to apply a tariff, debit interest, fees and other charges in relation to your use of and the Bank's administration of the account and for any services provided by the Bank in accordance with the rate applicable at the date of opening the account, as varied or introduced by the Bank from time to time.

6.4 Debit interest is calculated daily on the uncleared debit balance on the account.

6.5 If the Bank introduces a new fee or charge or if any existing tariff is to be increased the Bank will give you notice in accordance with condition 16.2 or 16.6

6.6 The Bank will give you at least 16 days notice of any interest and/or charges which have accumulated on the

account before debiting them to your account.

The charges will be debited to the account on the 5th day of each month or the nearest working day before the 5th; or on the appropriate charging day if you are charged quarterly, or at different times agreed by us.

6.7 Any stop cheque payment instructions given to the Bank must specify:

- the account number
- the payee
- the date and the cheque number
- the amount of the cheque.

A charge will be made for each stop payment order.

6.8 Where deposits are made through other banks, the Bank reserves the right to deduct from the account the amount of any inter-bank charges which may be incurred by the Bank in respect of these transactions.

## 7. Overdraft Services

7.1 Please contact us to arrange an overdraft. If you require an overdraft or an increase to a formal overdraft, it would be in your interests to contact us to discuss your borrowing requirements as it will be cheaper for you to have a formal overdraft rather than make several requests for an unplanned overdraft. If we agree to your request we will tell you your formal overdraft limit and confirm the terms of your overdraft in writing.

7.2 If you seek to make a payment or withdrawal from your account which would cause you to become overdrawn and there is no formal overdraft limit in place, or the payment or withdrawal would cause you to exceed a formal overdraft limit, this will be treated as a request for an unplanned overdraft. It is within our discretion whether to accept and pay it. If we pay it and allow an unplanned overdraft, this will not mean that your formal overdraft limit, if you have one, has changed, nor that we are bound to make any other payment which would have similar effect.

7.3 If you use unplanned overdraft services, especially on a frequent basis, it can be a cause for concern to us regarding your business.

7.4 It is your responsibility to make sure you have available funds in your account to cover any payments you have requested. If we do not agree to your request for an unplanned overdraft, or to an increase in your formal overdraft limit, the payment will not be made and we will charge you an unpaid item fee as set out in our tariff.

- 7.5 Where we agree to make any payment you have requested under condition 7.2, you agree to immediately pay into your account enough money to bring your account into credit or within any formal overdraft limit.
- 7.6 We may at any time amend any formal overdraft limit on your account, subject to giving you notice. Where you have an overdraft which is repayable on demand we will not give you notice.
- 7.7 You agree to repay all amounts owed to us at the end of any formal overdraft term or immediately on our written demand. Any written demand will be sent by first class post to the address you last notified to us and will be treated as having been received by you 2 days after posting. We will normally give you warning that your overdraft must be repaid or its limit reduced, but we may ask for repayment or reduction immediately, if your overdraft is repayable on demand. Until repayment, you will continue to pay interest and charges both before and after any court order in our favour for repayment.
- 7.8 Interest on an overdraft is calculated on the cleared balance each day and debited on the 5th of each month or the nearest working day after; or on the appropriate charging day, if charged quarterly or at different times agreed by us.
- 7.9 The charges for our overdraft services may be varied under condition 16.2 or 16.6 and are explained and set out in our tariff which forms part of these conditions.
- 7.10 You are responsible for any money you owe us, whether this is as a result of your own actions or someone authorised by you.
- 7.11 Once we have agreed to provide you with a formal overdraft you have a right to cancel it within 14 days. If you wish to do so please write to the Bank. If you decide to cancel you must immediately repay us the full amount you owe us including any interest or charges. If you do not cancel you are still free to end your overdraft at any time by repaying all amounts owed to us.

## 8. Overseas Transactions

- 8.1 All overseas payments into the account in foreign currency will be converted into sterling at the rate determined by the Bank on the date of receipt of the funds.
- 8.2 Any items requiring clearance and not denominated in sterling but drawn on bank branches outside the UK which are sent to the Bank for credit will be sent for payment on a collection or negotiation basis. Please contact us for details. Once the cleared proceeds have been received from the drawer Bank, they will be

converted to sterling at the applicable rate obtained by the Bank at that time.

## 9. Closing your account

- 9.1 You can end this contract and close your account by writing to us at The Co-operative Bank p.l.c., Delf House, Skelmersdale, WN8 6GH. We can end this contract and close your account at any time but we will give you at least 30 days' notice unless there are circumstances which justify us closing your account with less notice. We will not close your account until you have returned all cards and cheques (cut into pieces) to us at The Co-operative Bank p.l.c., Delf House, Skelmersdale, WN8 6GH.
- 9.2 For 14 days after the date we have received your signed application or you have started to transact on your account, you have a right to cancel and close your account. You can do this by writing to us at The Co-operative Bank p.l.c., Delf House, Skelmersdale, WN8 6NY.
- 9.3 When you or we close your account we will pay to you any money credited to the account and you must repay us any money owed to us including payments we have made after closure and any interest and charges you have incurred.

## 10. Customer's Responsibilities

- 10.1 You must notify the Bank immediately of any change in:
- business/email address and telephone number
  - directors/members or designated members/committee members/trustees/governors/secretaries/partnerships
  - authorised signatories
  - nominated internet banking users or cardholders and such notification must be validly signed in accordance with the Bank's existing mandate. Where in law, the legal status of the customer's business (for example, a limited company) requires a resolution to effect such changes, a copy of this resolution (or other appropriate authority) must accompany the written notification.
- 10.2 You should examine all Bank statements and other documentation sent by the Bank and notify the Bank immediately of any error.
- 10.3 If you ask the Bank to accept instructions by fax (including with a facsimile or lithograph signature), email (and any signed attachments in whatever format) or telephone, then in consideration of the Bank agreeing to accept instructions in this way, you agree to indemnify

the Bank from and against all actions, proceedings, claims and demands which may be brought against the Bank and all losses, costs, charges, damages and expenses which the Bank may incur or for which it may become liable by reason of its having acted on any such instruction from you or an authorised signatory (notwithstanding that any such instruction may not have been duly authorised by you). You will also indemnify the Bank on a full indemnity basis for legal fees and all other collection costs and expenses incurred in the enforcement of this indemnity.

10.4 Lost or stolen cheque books must be notified to the Bank.

10.5 In the event that you are a partnership, the partners will be jointly and severally liable for all monies due and owing to the Bank.

## 11. Ethical Policy

11.1 The Bank's Ethical Policy means the policy as to how its customers' money should and should not be invested and has been formulated by the Bank following extensive consultation with its customers. The policy is subject to change by the Bank from time to time. Full details are available on our website.

11.2 As the Ethical Policy is one of the guiding principles which determines how the Bank conducts its business, it is a condition of the account that you, as the customer, conduct your business in a way that complies with the Ethical Policy.

11.3 You must notify us in the event of any proposed or effected change(s) in your circumstances or working practices which may impact upon the Bank's Ethical Policy.

11.4 The Bank reserves the right to:

- reject any application which reveals information which conflicts with the Ethical Policy
- give notice to you of closure of your account at its sole discretion but especially if it believes that you are no longer acting or conducting your business in a way that complies with the Bank's Ethical Policy.

## 12. Telephone Banking

### 12.1 Pass-Number

12.1.1 The customer must select a four digit pass-number for use when telephoning the Bank.

12.1.2 At the beginning of any telephone conversation between the Bank and you, whether incoming to the Bank or outgoing from the Bank, you must confirm part of your pass-number when asked to do so for customer security

purposes. The Bank cannot discuss or receive any instructions in relation to your account until the pass-number has been correctly confirmed.

12.1.3 You must ensure that the pass-number is kept confidential at all times to prevent an unauthorised person from using telephone banking.

12.1.4 If you or an authorised person knows or suspects that someone else knows your pass-number, you should immediately contact the Bank. The Bank will then be able to allocate a new pass-number on completion by you of a new registration form.

12.1.5 If you fail to contact the Bank as required under Condition 12.1.4, you will indemnify the Bank from and against all actions, proceedings, claims and demands which may be brought against the Bank and all losses, costs, charges, damages and expenses which the Bank may incur or for which it may become liable by reason of your failing to notify the Bank as required under condition 12.1.4. You will also indemnify the Bank on a full indemnity basis for legal fees and all other collection costs and expenses incurred in the enforcement of this indemnity.

12.1.6 If there is a change in authorised persons your pass-number may be deleted for security reasons, and a new one issued.

## 12.2 Instructions

12.2.1 You irrevocably authorise the Bank to accept telephone instructions received provided the correct pass-number is used.

12.2.2 Condition 12.2.1 will continue to apply during any period of notice to terminate the account given by either you or the Bank.

12.2.3 The Bank reserves the right to refuse instructions if the Bank believes there are valid reasons for such a refusal.

12.2.4 You consent to communication with the Bank by whatever means including, but not limited to, fax, email (and any signed attachments in whatever format), and telephone, in connection with the account.

## 13. Business Internet Banking Service

This additional condition will apply to you if you use the Business Internet Banking service, if offered.

### 13.1 The Service

13.1.1 The internet banking service is provided on request subject to these business account terms and conditions and the reference materials available through the online help facility.

13.1.2 The financial information made available by the service is for reference purposes only and while the Bank shall endeavour to ensure that the financial information made available to you via the service will be accurate and in accordance with the online help facility, the Bank shall not be liable for any loss incurred or damage suffered by you by reason of or in consequence of any such financial information not being complete, accurate, up to date or available at any time.

13.1.3 Without prejudice to these terms and conditions, the Bank reserves the right to reverse any entry and make any necessary adjustments to the account but if it does so the Bank will notify you by system notice or other means of communication at the Bank's discretion.

13.1.4 The Bank reserves the right to update, enhance, modify, vary, replace, suspend or withdraw the service or any part thereof but in the event that the Bank does so, the Bank will notify the customer 30 days in advance if such changes are to your disadvantage. Otherwise, you will be notified within 30 days of the change. Any notification will be effected by system notice, email or other means of communication at the Bank's discretion.

In the event the Bank suspects fraud or other inappropriate use, is required to suspend or withdraw the service by court order or by law, or in the event of a dispute between the Bank and you or between you and another customer where this could have a legal impact on our relationship, no prior notice will be given to you.

13.1.5 The Bank does not warrant or guarantee the speed, resolution of or access to the service or that the service will be free from interruption.

13.1.6 The minimum specification to run the service which the Bank recommends can be found in the User Guide or as notified to you from time to time.

13.1.7 The Bank will use reasonable endeavours to effect instructions received from you as soon as reasonably practical.

13.1.8 The Bank will use reasonable endeavours to provide the service but the Bank will not be responsible for any loss suffered by any party should the service be interfered with or be unavailable by reason of industrial action, failure of your equipment or any other circumstances not reasonably within the Bank's control.

## 13.2 Your obligations

13.2.1 You irrevocably authorise the Bank to act on all instructions received via the service in respect of your account and to debit and/or credit your account with the amount of all transactions initiated through the service

in accordance with the procedures set out in the online facility. In all cases, the Bank will only accept instructions when the right to use the service has not been withdrawn or suspended. This irrevocable mandate shall survive any termination of the service by the Bank or by you in relation to all such instructions received by the Bank prior to the expiry of any period of notice of termination. The Bank reserves the right to refuse to action or implement any instruction but in such cases will notify you of the reason for doing so.

13.2.2 The irrevocable authority given by the customer to the Bank under Condition 13.2.1 shall also include those received by the Bank from any nominated user of yours acting alone regardless of any different signing instructions or authority on your account mandate held by the Bank.

13.2.3 You will at your own expense provide and maintain facilities suitable for gaining access to the service and shall be responsible for ensuring that these meet any requirements specified by the Bank from time to time (including those referred to in Condition 13.1.6).

13.2.4 You agree to take all reasonable precautions to prevent the use of the service by anyone not nominated by you. In the event that your security details have or are suspected to have been breached you must notify the Bank in accordance with Condition 13.3.2. You must take all reasonable precautions to ensure that only nominated users have access to such facilities.

13.2.5 Provision or use of the service will not confer any right on you to overdraw the account(s) except in accordance with condition 7.

13.2.6 The Bank shall be entitled to continue to act on the instructions it receives from you in connection with the use of the internet banking service, until the Bank receives actual notice of the revocation or variation of your written authority.

13.2.7 You shall be responsible for any loss which may be incurred by any party as a consequence of any breach by you of these terms and conditions and you will indemnify the Bank against any claim made against the Bank for recompense for such loss and any loss incurred by the Bank in connection with such claim.

13.2.8 You must not make or allow or cause others to make or allow any unauthorised copy or copies of any software or part of any software used by the Bank in providing the service or supplied by the Bank to you in order to use the service or the online help material and shall not disassemble, reverse engineer, modify, decompile or otherwise use the software or part of it or allow others to

do likewise except as agreed with the Bank.

- 13.2.9 You will not acquire title to any programmes, software, specifications, techniques or other information supplied to you for the purposes of the service (or to any intellectual property rights in respect of the foregoing).
- 13.2.10 The Bank undertakes, at its own expense, to defend or, at its own option, to settle, any claim or action (together "a claim") brought against you concerning the infringement of any patent, design right, trade mark, trade secret, copyright or similar right in the software. The Bank further undertakes to indemnify you against any judgment made against you in respect of such a claim.
- 13.2.11 You will be responsible for advising us which nominated user(s) should use the service.
- 13.2.12 You may terminate your use of the service by giving the Bank not less than 30 days' written notice of termination. Time will start to run once such notice is received and processed by the Bank and not from the date of posting by you. Upon termination access to the service shall cease.

### 13.3 Customer security details

- 13.3.1 When registering for the use of the service, each person nominated by you to use the service will be issued with a unique User ID and password. Access to the service will be dependent upon the use of both the User ID and password. You and all persons authorised by you to use the service must take all necessary and reasonable precautions to prevent the disclosure and unauthorised use of both the User ID and password. A nominated user must not allow any other nominated user or anyone else to access or use his/her unique User ID or password which each authorised user must keep secret at all times.
- 13.3.2 You must notify the Bank immediately if any nominated user ceases to be so authorised and must notify us of any new or additional persons to be authorised to use the service. You must not permit any User ID or password to be passed from any nominated user who is to cease or ceases to be authorised to one who is or is to become a nominated user.
- 13.3.3 If you know or suspect that your customer security details have been breached, the Bank must be notified immediately. Upon notification, your liability will cease, subject to condition 15.5.
- 13.3.4 If the unauthorised use of your customer security details is due to your fraud or gross negligence, you will remain liable for all directly resulting losses.
- 13.3.5 You will assist the Bank in its efforts to recover any loss

resulting from the unauthorised use of your customer security details, if it asks you to do so.

- 13.3.6 For your protection, the Bank reserves the right to suspend your access to the service without notice if:
- incorrect customer security details are used to attempt access to the service
  - the Bank has reason to suspect an unauthorised person is attempting to access the service.
- 13.3.7 The use of customer security details as part of the service may vary over time. The Bank may vary, amend, suspend or terminate any services available but will give you notice of any such changes in accordance with Condition 13.1.4.
- 13.3.8 You (or any nominated user) must exit the service when leaving the computer terminal unattended.

## 14. Business debit card

This debit card condition will apply to you, a cardholder or a signatory if a card has, or cards have, been issued to you. Use of the card or cards remains subject to these business account terms and conditions.

### 14.1 Card issue

- 14.1.1 A card will automatically be issued to all account signatories nominated by you ("cardholders"). Any such person who does not wish to receive a card must notify the Bank at the time of account opening or as soon as practicable thereafter. If a card or cards have already been issued, such card or cards must be returned to the Bank in accordance with Condition 14.5.2.
- 14.1.2 You authorise us to deduct from your account the amount of any payment carried out by use of your card, with or without using the PIN, or card details, whether or not you have given or authorised such instructions.
- 14.1.3 You must not use your card after the end of the month it expires, or after we have asked you to return it to us or told you it is cancelled or that its use is suspended or your account is closed.
- 14.1.4 You will be responsible for all losses from use of your card and/or PIN if you have acted without reasonable care, including not complying with condition 15 or you have acted fraudulently.
- 14.1.5 We may ask you to return your card to us or suspend its use at any time but we will normally give you prior notice, unless we have a reason for not doing so e.g. we consider your card or account has been or is likely to be misused. We may deduct from your account any card payment (and any charges) made by you, but not paid by us until after return or suspension of the card.

- 14.1.6 You may use your card to pay for goods and services through a number of different channels e.g. internet, telephone, television, mail order. You must not disclose your PIN to anyone.
- 14.1.7 We will not be responsible if a retailer or other supplier refuses to accept your card or if you cannot use your card to make a payment.
- 14.1.8 You cannot stop an authorised card payment. You may get a refund from the retailer. We will only credit the account with a refund if we receive instructions or a refund voucher from a retailer acceptable to us.
- 14.1.9 We may refuse to make or authorise a card payment arising from an unplanned request for our overdraft services in accordance with condition 7.
- 14.1.10 We may refuse to authorise a payment if we consider that your card or account has been or is likely to be misused, or for fraud prevention. For decision making and card misuse purposes we may refer an authorisation request back to the retailer or supplier for further information. This may require you to provide further identification. This may also be done on a random basis for fraud prevention purposes.
- 14.1.11 If you use your card to withdraw cash from some cash machines you may be charged. We will not be responsible if you cannot use your card in a cash machine operated by another financial organisation.

## 14.2 Use of the card

- 14.2.1 The card must be signed by the cardholder immediately on receipt and may only be used:
  - (i) by that cardholder
  - (ii) subject to the terms of this Agreement
  - (iii) subject to condition 7 (overdraft services)
  - (iv) to obtain the facilities and benefits from time to time made available by the Bank in respect of the use of the card
  - (v) during the validity period (if any) embossed on the card
  - (vi) subject to the right of the Bank, in its absolute discretion and without prior notice, at anytime to withdraw the right to use the card for, or to refuse any request for authorisation of, any particular card transaction and to publish any such withdrawal or refusal. In deciding whether to authorise any outstanding card transaction, any authorisation already given for a prospective card transaction and any funds which the Bank in its own discretion may deem to have credited or debited to the account will be taken into account
  - (vii) by the cardholder solely as your agent.

- 14.2.2. You undertake to procure that the card shall not be used in a manner prohibited by law, including in particular, the provisions of Section 197 of the Companies Act 2006 or any subsequent statutory modification or re-enactment.

## 14.3 Customer account name and address

- 14.3.1 On the production of the card, the name of the cardholder nominated by you to hold a card will be embossed on the face of the card. As the card name may be longer than the number of characters which can be embossed on the face of the card, the Bank reserves the right to abbreviate the name which is embossed on the card.
- 14.3.2 You will immediately notify the Bank in writing of any change of name or address of you or of an individual cardholder. You undertake that the cardholder will so notify the Bank. In the event of failure to notify, the Bank may charge to your account the cost of tracing you and/or the cardholder.

## 14.4 Payment

- 14.4.1 You irrevocably authorise the Bank to debit to the account each working day (in priority to all drawings or debits) whether by electronic transfer or otherwise:
  - (i) the amount of any card transaction notified to the Bank
  - (ii) the amount of any payments authorised by the Bank for a prospective card transaction (whether or not such payments are made)
  - (iii) where the account has been debited by the amount of the payment so authorised, such debit will be cancelled only if the Bank receives notification satisfactory to it that the transaction to which the authorisation relates has not taken place or has been cancelled (in which event the authorisation shall also cease to have effect).
- 14.4.2 The amount of any card transaction in a currency other than sterling will be converted at a rate of exchange determined by the Bank for the date when the card transaction is debited to the account and will be subject to an additional foreign transaction fee, which is calculated as a percentage of the amount of the transaction. See the tariff or our website for details of the current fee.
- 14.4.3 A handling charge based on the advance will be debited to the account where cash is advanced on the card via a VISA or PLUS cash dispenser or via a VISA authorised bank branch (including purchase of foreign currency and traveller's cheques). Where cash is withdrawn in a currency other than sterling, the foreign transaction fee (see Condition 14.4.2) will also apply.

## 14.5 Termination/Withdrawal

14.5.1 The Bank may at any time without notice cancel or suspend the right to use the card entirely or in respect of specific facilities or refuse to reissue, renew or replace any card. We will do this, for instance, where the cardholder is not keeping to these conditions; or where we reasonably believe the card is being used by a third party or fraudulently; or where the card is being used in some other way which is detrimental to the Bank; for example, we reasonably believe that you will not be able to repay an overdraft on the account.

Where we exercise our right under this condition your obligations under this Agreement shall continue in force.

14.5.2 The card remains the property of the Bank at all times. On request any card issued for use on the account must be returned immediately to the Bank or to any other person acting for the Bank.

## 14.6 Liability

14.6.1 The Bank may issue a card for use by an individual nominated by you as a cardholder. You will be liable for all amounts arising from use of the card, and losses incurred by the Bank in connection with use of the card by the cardholder (including any use in breach of this Agreement which the Bank shall be under no responsibility to prevent) which amounts may be debited to the account. The Bank will cancel any card at any time upon your request in writing and the return of such card to the Bank or upon the surrender of such card to the Bank by the cardholder

## 15. Security

15.1 You must take all reasonable precautions to prevent misuse of your account, any cards and your customer security details (this can include PINs, account and card details, and other security details which allow you to access your account, including internet and telephone banking). Failure to take reasonable precautions may result in access to your account, or additional services such as telephone or internet banking, being blocked. Reasonable precautions can include, but are not limited to:

- signing a card as soon as you receive it
- keeping your card apart from your cheques and PIN
- keeping your card and cheques safe and not allowing anyone else to use your card, PIN or other security details
- not disclosing your cards or security details except when using your card or making payments or registering or resetting your security details to use internet or telephone banking

- destroying the PIN advice immediately
- never disclosing or writing down your PIN or security details in any way that can be understood by someone else
- not choosing a PIN or security details which may be easy to guess
- ensuring no-one hears or sees you when you are using your security details or PIN
- keeping receipts and statements safe and destroying them safely e.g. by shredding
- complying with all reasonable instructions we issue regarding keeping your card, cheques, PIN and security details safe
- not allowing anyone else to use your card or PIN, and
- exiting the internet banking service when leaving a computer terminal unattended.

15.2 If your cards, cheques, PIN or security details are lost or stolen or you think someone knows them or has used or tried to use them please tell us immediately by telephoning us.

15.3 We will ask you to co-operate with us by providing information or other assistance in connection with the loss or misuse of your card, cheques, PIN or security details. We may also give the police information about you or your account which we consider relevant to assist with any investigation of criminal activity. In some instances we may ask you to contact the police in connection with suspicious or criminal activity on your account.

15.4 If you find your card or cheques after having reported them lost or stolen or you think someone has used or tried to use them you must not use them. You must destroy them by cutting them into pieces and returning them to us at The Co-operative Bank p.l.c., Delf House, Skelmersdale, WN8 6GH.

15.5 The maximum you will have to pay us if your card, cheques, PIN or security details are used without your permission and before you tell us, is £50. If they are used with your permission or as a result of your acting fraudulently or without reasonable precautions (see condition 15.1), you may have to repay all losses.

## 16. Changes to terms and conditions, charges, interest rates and services or facilities

16.1 We may vary interest rates at any time. If we do so we will inform you within 30 days of the change by statement message or within 3 days of the change by branch notice.

16.2 We may vary our standard account charges, or introduce new ones by giving you at least 30 days advance notice.

- 16.3 We reserve the right to change charges for non-standard account services without notice. We will inform you of the charge at the time you ask for the service or at the time we provide it.
- 16.4 Subject to conditions 13.1.4 and 16.6, we may vary the services and facilities on your account (such as a feature of your business debit card, for example) by giving you as much notice as possible.
- 16.5 Subject to condition 16.6 we may vary the terms and conditions of this Agreement, or those which apply to any services or facilities, and notify you within a reasonable time.
- 16.6 Where a change to the terms and conditions, to any conditions applying to the services or facilities on your account, to any services or facilities themselves, or to any standard account charges is to your disadvantage: we will give you 30 days' personal advance notice and you will then have a further 30 days in which to accept the change, switch or close your account if you wish, without paying extra charges or interest.

## 17. Additional condition applying to specific business accounts only

### 17.1 Corporate Treasury and Public Sector Reserve account

- 17.1.1 Interest paid under condition 6 will be calculated on a daily basis and paid monthly.
- 17.1.2 If the account becomes overdrawn, debit interest and associated charges will be payable, in accordance with condition 6.

### 17.2 Business Select Deposit accounts:

- 17.2.1 If you hold a 14 day deposit account you may make a withdrawal without giving the Bank the required 14 days' notice, but if you do so, you will lose 14 days' interest on the amount withdrawn.
- 17.2.2 Deposits for this account must be paid into, and cleared through, the relevant current account before being transferred to the Business Select Deposit Account.
- 17.2.3. If the account becomes overdrawn, debit interest and associated charges will be payable, in accordance with conditions 6 and 7.

### 17.3 Co-operatives Directplus account

- 17.3.1 You must be at least 18 years of age to open a Co-operatives Directplus account and the customer must have a valid membership with Co-operativesUK paid up to date.
- 17.3.2 The Co-operatives Directplus account offers a number of benefits which are detailed in a User Guide.

Such benefits may be varied or withdrawn at any time subject to the Bank giving the customer notice in accordance with Condition 16.4 .

- 17.3.3 If you do not renew your membership with Co-operativesUK when it is due for renewal, subject to the Bank giving you 30 days prior notice, you:
- will be transferred from the Co-operatives Directplus account to the Community Directplus account; and
  - will lose entitlement to all other Co-operatives Directplus account specific benefits immediately, except for any Business or Personal Loans which (by the due Co-operativesUK renewal date) have already been drawn down by you and are being, or are to be, repaid to the Bank.
- 17.3.4 In the event that the Co-operativesUK membership is not renewed when due and the Bank exercises its rights under Condition 17.3.3, you may be entitled to re-apply at any time in the future for a Co-operatives Directplus account (even if the Co-operativesUK membership is renewed, or new membership taken out, at a later date).

### 17.4 Business Directplus account

- 17.4.1 If the uncleared balance of the account falls below the required minimum balance set out in the Business Directplus account tariff, charges will be paid at the Bank's published rate as varied from time to time.

### 17.5 Federation of Small Businesses Business Banking account

- 17.5.1 You must have a valid membership with the Federation of Small Businesses ("FSB") and any fees payable to the FSB must be paid up to date.
- 17.5.2 The FSB account offers a number of benefits which are detailed in the User Guide that comes with the account. Such benefits may be varied or withdrawn at any time subject to the bank giving you notice in accordance with condition 16.4.
- 17.5.3 If you do not renew your FSB membership when it is due for renewal you will, subject to being given 30 days' advance notice by the Bank:
- be transferred from an FSB account to a Business Directplus account. You will still be able to enjoy any remaining period of the free 18 month banking period, if applicable
  - lose entitlement to all other FSB account specific benefits immediately except for any Business or Personal loans which have already been drawn down by the FSB membership renewal date, and are being repaid, or will be repaid to the Bank.

## 17.6 Clarity Business Banking account

- 17.6.1 Certain benefits available with your account involve third party suppliers and any agreement for goods and/or services obtained from those suppliers is between you and the supplier(s). Any statement made by the supplier or by the Bank on the supplier's behalf is not to be treated as a statement made by us. This does not affect your statutory rights.
- 17.6.2 If a benefit is insurance cover then the agreement is between you and the insurer and the agreement must be read with the insurance policy conditions which will take precedence if there is any inconsistency between the policy conditions and the Business account conditions.
- 17.6.3 In relation to any benefits made available with your account, the Bank does not accept any liability for any error, omission, negligence and/or any other breach of duty by any of the suppliers, their agents, employees or representatives (including medical practitioners in the case of any health check service).
- 17.6.4 The supplier may vary or withdraw any service at any time without prior notice in accordance with the terms of any agreement between you and them for the provision of the benefits. Please refer to the terms and conditions and information in the welcome guide which is given to you when you open your account.
- 17.6.5 There is a cash deposit limit per monthly charging period and if this is exceeded an additional charge will be made. Please refer to the tariff for details of the limit and charges.

## 18. General

- 18.1 You shall provide to the Bank all such financial and accounting information as the Bank shall request.
- 18.2 You agree that the Bank may at all times disclose to its agents and sub contractors any information with respect to the account, the use of the card by a cardholder and your financial affairs and similarly that the Bank's agents and sub contractors may at all times disclose any such information to the Bank.
- 18.3 The Bank will not be liable if it is unable to perform its obligations under this agreement due (directly or indirectly) to the failure of any machine, data processing systems, or any transmission link or any dispute, or anything outside the control of the Bank, its agents or sub-contractors. The Bank will endeavour to make alternative payment/deposit arrangements for you where this is feasible in the event of a postal strike.

- 18.4 The Bank may transfer its rights under this Agreement at any time, without giving notice.

The Bank may also transfer its obligations under this Agreement to another bank which the Bank believes on reasonable grounds to be capable of providing the services (or the new bank's equivalent), and upon the new bank writing to the customer to confirm that it will carry out the services, the Bank will be released from its obligations and the new bank will become "the Bank".

- 18.5 Subject to any limitations imposed by statute, all amounts due under this Agreement will be immediately payable in full by you if you enter into any form of insolvency arrangement whether there is any breach of the Agreement or the terms of the account by you or a cardholder, or whether you are in default in respect of any other monies or liability due or incurred to the Bank. If you are a partnership and one or more of the partners dies, the Bank will make arrangements with the surviving partners as to the partnership's continuing liabilities.
- 18.6 If any accounts you hold with us are in credit, in certain circumstances we may use them to reduce or repay any amounts you owe on other accounts you hold with us in the same name, (including any credit card, loan or other accounts). This is called set off and we will advise you as soon as possible afterwards when we have done this.
- 18.7 The Co-operative Bank is a member of the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. In respect of deposits with a UK Office, payments under the Scheme are limited to 100% of the first £50,000 of the depositor's total deposits held with the Bank. Visit [www.fscs.org.uk](http://www.fscs.org.uk) for details.
- 18.8 If at any time we decide not to exercise our rights under this Agreement this does not mean that we have waived our right to do so in future.
- 18.9 This agreement is governed by English Law.

# good with money

Current accounts

Accounts for children

Student accounts

Mortgages

Loans

Credit Cards

Savings

## **Business & community banking**

Ethics as standard

Membership

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