

# The co-operative bank

## good with money

## Business Select Deposit Account terms & conditions

Effective from 1st December 2007

The conditions set out below, together with the application form, and any other conditions which may be implied by law, form the agreement between you and The Co-operative Bank p.l.c. ('agreement'). They tell you how your Business Select Deposit Account works and what your and The Co-operative Bank p.l.c.'s obligations are once you open a Business Select Deposit Account with us.

### IN THESE CONDITIONS:

- Account** means the Business Select Deposit Instant Access or the 14 Day Notice Account held by the Bank in the name of the Customer on which Services are available
- Available money** means the funds which have cleared on the **Account**
- Bank** means The Co-operative Bank p.l.c. and any organisation to which the **Bank** may transfer its rights and/or obligations
- Customer** means you the person or persons or corporate body in whose name(s) the **account(s)** are maintained by the **Bank**
- Customer Security Codes** means your 4 digit Pass-Number with your **account** and Internet passcode registered with the **Bank**
- Customer Service Guarantees** means agreed service level standards in respect of the **Account** as published by the **Bank** from time to time
- Central Clearing Cycle** means the three-day inter-bank clearing process for standing order and cheque transactions
- CS** means the **Bank's Customer Services**
- Ethical Policy** means the policy as to how its Customers' money should and should not be invested and formulated by the **Bank** following extensive consultation with its Customers
- Group** means us, The Co-operative Group Limited, Co-operative Insurance Society Limited and any companies or organisations the **Bank**, Co-operative Group or Co-operative Insurance wholly or partly own or are owned by at any time and any other independent Co-operative Societies

- 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 other dealings with us or the Group, searches or checks at credit reference or fraud prevention agencies, products or Services you hold within the Group and any transactions for goods or Services arising out of your **Account** (including the supplier and the type of goods or Services), and such **Information** may include sensitive Information as defined in the Data Protection Act 1998
- Mandate** means the **Bank** document which gives the **Customer's** authorised person(s)/Signatories authority to sign on the **Customer's Account(s)** and to authorise the **Bank** to act on the instructions of such person(s)
- Services** means the **Services** provided by the **Bank** from time to time in connection with the **Account** including the **Bank's** Internet Banking service referred to in condition 11 together with the Internet Banking service terms and conditions
- Signatory** means any person whom the **Customer** has given authority to sign on the **Account(s)** on the **Customer's** behalf being duly authorised by the **Customer** through the **Bank's** mandate
- Tariff** means the **Tariff** issued as part of this agreement from time to time by the **Bank** detailing charges and interest rates applicable to the **Account**
- 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 which the rights and/or The Co-operative Bank are transferred
- Working Days** means any day other than a Saturday, Sunday and Bank Holidays in England and Wales
- You or Your** means the **Customer** in whose name the **Account** is opened

## Business Select Deposit Account conditions

### 1. ACCOUNT OPENING

- Any person opening an **Account** on behalf of a **Customer** must be at least 16 years old.
- You** need to make an initial payment of £1 and always maintain a minimum balance of £1 in the **Account**.
- Any money **you** put into **your Account** must be:
  - in sterling, or recognised UK bank cheque or
  - a Co-operative Bank account transfer
- You** will not be allowed to withdraw any initial deposits until the **Account** has been opened and all funds have been cleared.
- The **Bank** reserves the right to require the **Customer** to provide supporting information and to complete **Mandates** at **Account** opening and from time to time.
- You** have the right to close **your Account** within 14 days of **your Account** being opened or **your** deposit being received by **us**. If **you** do so, **we** will return any amount (including interest) owing to **you** or, at **your** request, transfer the amount to another **Account**.

### 2. OPERATION OF THE ACCOUNT

- The **Bank** will issue statements to **you** every six months showing the balance of **your Account**. **You** may request additional or copy statements for a small charge. Please refer to **tariff**.
- The **Bank** reserves the right to terminate this **Service** in the case of **Accounts**, which have not been used for more than six months and/or have a balance of less than £1.
- We** have the right to debit **you** for **transactions** paid into **your Account**, which are later returned unpaid. **You** agree that **we** may deduct from the balance of **your Account** or debit the amount of any **transaction** or other amounts due from **you** under this agreement. **We** will do this and **you** will be responsible to pay the amounts even if:
  - the debit is delayed
  - the debit will or may result in the **Account** being overdrawn
  - the agreement is varied or ended

### 3. DEPOSITS

- The **Customer** can use pre-addressed envelopes to post cheques to their **Account**. Alternatively, cash and cheques can be deposited at a branch of the **Bank** or deposit machine.
- The **central clearing cycle** in England and Wales is normally three **Working Days**. This applies to both cheques and standing order payments.
- For a cheque to have cleared on **your Account** and the money to be available to withdraw, **you** need to allow up to five **Working Days**.
- Internal funds transfers between **Accounts** held at the Co-operative Bank, instructed over the telephone will be available to draw on the same **Working Day** (subject to system and/or **our** published 'cut off times.' Please refer to **CS** for full details).

### 4. CREDIT INTEREST

- A **Customer** holding a 14 day deposit **Account** may make a withdrawal without giving the **Bank** the required 14 days' notice but if the **Customer** does so they will lose 14 days' interest on the amount withdrawn.
- Interest is calculated on the cleared credit balance on the **Account** on a daily basis. Details of current rates can be found in the **Tariff** or are available on request.
- The **Bank** may vary the rate of interest from time to time but will notify the **Customer** by letter, telephone, e-mail and any other means of communication within 30 days of the change.
- If the uncleared balance of the **Account** falls below the required minimum balance set out in the **Tariff**, interest will be paid at the **Bank's** published rate as varied from time to time.
- If **your account** is interest bearing, interest will be calculated from 2 **working days** after the **working day** a cheque, standing order or Direct Debit has been paid in and from the next **working day** after payment in for cash or fund transfers between **accounts** held by **us**.

### 5. TARIFF, DEBIT INTEREST FEES AND OTHER CHARGES

- The **Bank** reserves the right to levy a **Tariff**, debit interest, fees and/or charges in relation to the **Customer's** use and **Bank's** administration of the **Account** and any **Services** provided by the **Bank** in accordance with the rate applicable at the date of opening the **Account** and as varied or introduced by the **Bank** from time to time thereafter.
- If **you** withdraw money from **your Account** against uncleared funds (see 3.3) **you** may be charged debit interest even though a credit balance is displayed.
- The **Customer** may not overdraw the **Account**. In the event that the **Account** becomes overdrawn, debit interest and associated charges will be levied to the **Account**.
- If the **Bank** introduces a new fee or charge or if any existing **Tariff** fee is to be increased the **Bank** will give the **Customer** 30 days' notice.

### 6. REFUSAL OF DEPOSITS AND TERMINATION

- The **Bank** may at any time and at its discretion:
  - refuse to open an **Account**
  - refuse a deposit
  - require a **Customer** to close the **Account**
  - discontinue or vary all or any part of the **Services**The **Bank** will, however, make such a decision on the basis of the **Bank's Ethical Policy** or on financial, business or legal factors.
- In the event that the **Bank** requires a **Customer** to close the **Account** or intends to discontinue or vary all or any part of the **Service we** will give **Customers** at least 30 days' notice before doing so except in exceptional circumstances (e.g. fraud).
- The **Customer** must give the **Bank** written notice of its intention to close the **Account** and/or to discontinue its use of the **Services** and, in the case of **Account** closure, the **Customer** must repay any monies owing to the **Bank** before the **Bank** will complete the **Account** closure request.
- In the event that the **Customer** is a partnership, the partners will be jointly and severally liable for all monies due and owing to the **Bank**.

### 7. CUSTOMER'S RESPONSIBILITIES

- The **Customer** must notify the **Bank** immediately in writing to **CS** at P.O. Box 250, Delf House, Skelmersdale WN8 6WT of any change in:
  - business/e-mail address and telephone number
  - directors/members or designated members/committee members/trustees/governors/company secretary authorised **Signatories** 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.
- Any Resolutions of the **Customer** which affect the **Mandate** will only take effect when a copy of the Resolutions has been received by the **Bank**.
- The **Customer** will examine all bank statements and other documentation sent by the **Bank** and will notify the **Bank** immediately of any error.
- The **Customer** 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 its having acted on any fax instruction from the **Customer** (notwithstanding that any such instruction may not have been duly authorised by the **Customer**). The **Customer** 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.

### 8. ETHICAL POLICY

- The **Bank's Ethical Policy** is as defined in the Definition section overleaf. The **Ethical Policy** is subject to change by the **Bank** from time to time.
- 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**.
- 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**.
- The **Bank** reserves the right:
  - to reject any application which reveals **information** which conflicts with the **Ethical Policy**, or
  - give notice to the **Customer** of closure of the **Account** at its sole discretion but especially if it believes that the **Customer** is no longer acting or conducting its business in a way that complies with the **Bank's Ethical Policy**.

### 9. TELEPHONE BANKING CONDITIONS

- Customer Security Codes**
- The **Customer** must select a four digit Pass-Number for use when telephoning **CS**.
- At the beginning of any telephone conversation between the **Bank** and the **Customer**, whether incoming to the **Bank** or outgoing from the **Bank**, the **Customer** must confirm their **Customer Security Code** when asked to do so for **Customer** security purposes. The **Bank** cannot discuss or receive any instructions in relation to the **Account** until the **Customer Security Code** has been correctly confirmed.
- The **Customer** must ensure that the **Customer Security Code** is kept confidential at all times to prevent an unauthorised person from using the **Services**.
- If the **Customer** knows or suspects that someone else knows its **Customer Security Codes**, the **Customer** should immediately contact your nominated **CS** number. The **Bank** will then be able to allocate a new Pass-Number on completion by the **Customer** of a new registration form.

- 9.1.5 If the **Customer** fails to contact **CS** as required under Condition 9.1.4, the **Customer** 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 the **Customer** failing to notify the **Bank** as required under condition 9.1.4. The **Customer** will also indemnify the **Bank** on a full indemnity basis for legal fees and all other collections costs and expenses incurred in the enforcement of this indemnity.
- 9.1.6 If there is a change in official Signatures **your Customer Security Codes** may be deleted for security reasons.
- 9.2 **Instructions**
- 9.2.1 The **Customer** irrevocably authorises the **Bank** to accept telephoned instructions received through **CS** from any one of the **Customer's** authorised representatives provided the correct **Customer Security Code(s)** is used. Condition 9.2.1 will continue to apply during any period of notice to terminate the **Account** given by the **Customer** or the **Bank**.
- 9.2.3 The **Bank** reserves the right to refuse instructions if the **Bank** believes there are valid reasons for such a refusal.
- 9.2.4 The **Customer** consents to communication with or in respect of the **Customer** by whatever means including, but not limited to, fax or e-mail in connection with the **Account**.
- 10. USING AND SHARING YOUR INFORMATION**
- 10.1 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.
- 10.1 We** and the **Group** may use, analyse and access **your Information** to maintain and develop **our** relationships with **you**. Information shared with the 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 any applications made by **you**
  - 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 debt tracing
  - checking details on insurance proposals and claims such as motor, household, credit and HP and other insurance proposals and insurance claims for **you** and anyone else linked to **your** insurance proposal or claim
  - 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
  - checking details of job applicants and employees
- 10.2 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.
- 10.3 We** and the **Group** may identify and tell **you** by letter, telephone, fax, including automated dialling, e-mail 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.
- 10.4 We** will disclose **Information** outside the **Group** only:
- where **you** have provided **your** agreement
  - to **our** agents or subcontractors for operational reasons
  - 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
- 10.5 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 to other members of **your** household – **our** enquiries or searches may be recorded – and credit reference agencies may supply **us** with financial **Information**.
- 10.6 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.
- 10.7 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 other's **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.
- 10.8 You** agree that **your Information** may be transmitted to, from and/or through any country as a result of **your** use of **your Account(s)** and any **Services** which form part of **your Account(s)** 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**.
- 10.9 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 Feedback, The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester M60 4EP.
- 10.10 You** have a right of access to **your Information** held by credit reference agencies 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**.
- 10.11 We** may record and/or monitor telephone calls to enhance security, sort out complaints, improve **our CS** and for staff training purposes.
- 11. INTERNET BANKING SERVICE – INCORPORATION OF TERMS**
- 11.1** The terms and conditions relating to the Internet Banking Service shall be incorporated into these terms and conditions. The **Customer** shall read both sets of terms and conditions together.
- 11.2** In the event that there is any inconsistency or conflict between these terms and conditions and the Internet Banking terms then the **Account** terms and conditions will take precedence, save for those terms relating to the Internet Banking service only.
- 12. GENERAL**
- 12.1** The **Customer** irrevocably authorises the **Bank** to provide the **Customer's** auditor with such **Information** as he or she may request and supply **information** requested by any subsidiary, parent or associated company of the **Customer**.
- 12.2** 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 the **Customer** where this is feasible in the event of a postal strike.
- 12.3** The **Bank** may vary or amend any of these conditions but if the change is to **your** disadvantage, **we** will contact **you** direct at least 30 days before **we** make the change. **We** may make any other change immediately and notify **you** direct within 30 days<sup>12.4</sup> The **Bank** may monitor and/or record communications (telephone, fax or e-mail) between the **Bank** and the **Customer** for security and/or training purposes.
- 12.5** The **Bank** may transfer its rights or obligations under this Agreement at any time, without giving notice.
- 12.6** Any terms and conditions of **your Account** will be in English, governed by English Law and **we** will communicate with **you** in English.
- 12.7 You** may be liable for other taxes or costs that are not paid by or via **us** e.g. higher rate tax.
- 12.8** The Co-operative Bank is a member of the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2002. In respect of deposits with a UK Office, payments under the scheme are limited to 100% of the first £35,000 of the depositor's total deposits held with the **Bank**. Visit fscs.org.uk for details. Compensation is generally limited to private individuals or small businesses and partnerships whose annual turnover does not exceed £1m.
- 12.9 You** also have a right to cancel **your Account** 14 days from **our** receipt of **your** signed agreement or **you** have started to transact on the **Account**. **You** can cancel by writing to **us** at **Customer Services**, The Co-operative Bank p.l.c., P.O. Box 200, Skelmersdale WN8 6NY. **You** will have to repay **us** any amount **you** owe **us** including any interest and charges and, if appropriate cut up any cards. If **you** choose not to cancel, the terms and conditions including any interest rates and account charges will apply.
- 12.10** There is no minimum duration for this **Account**.
- 12.11** If **you** have a complaint, please telephone **CS** on your nominated number in the first instance or write to Customer Services Manager, The Co-operative Bank p.l.c., Delf House, Skelmersdale WN8 6WT.

Part of The **co-operative** financial services

**Please call 08457 213 213 if you would like to receive this information in an alternative format such as large print or Braille.**

**The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester M60 4EP. Registered in England and Wales No. 990937.**

**The Co-operative Bank is authorised and regulated by the Financial Services Authority (No. 121885), subscribes to the Business Banking Code, is a member of the Financial Ombudsman Service and is licensed by the Office of Fair Trading (No. 006110).**

The Co-operative Financial Services Limited, Registered Office: New Century House, Manchester M60 4ES. Registered Number 29379R.

Calls may be monitored or recorded for security and training purposes. Calls to 0845 numbers will cost no more than 4p per minute for BT customers. Call charges from other companies may vary and you may want to check this with your service provider.

**We like our communications to have an impact on you – but not on the environment.** Which is why this is printed using vegetable oil-based inks on 100% recycled paper, made in a totally chlorine-free process.