

# General Terms and Conditions

Updated 26 April 2018

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## Unity Trust Bank plc General Terms and Conditions – effective 26 April 2018

Please keep this booklet safe for future reference.

These General Terms and Conditions, together with your application form for your Account, Internet Banking and Telephone banking applications, our Standard Service Tariff charges tariffs and any other information published by us and posted on the Website relating to your Account, form the agreement between you and us set out our respective rights, responsibilities and obligations to each other.

This information is available to you at any time on our Website.

Please read these General Terms and Conditions carefully and retain them for future reference.

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# 1.0 Contact Us

**Postal address:**

Unity Trust Bank  
PO Box 7193  
Planetary Road  
Willenhall  
WV1 9DG

**Email:** [us@unity.co.uk](mailto:us@unity.co.uk)

**Website:** [www.unity.co.uk](http://www.unity.co.uk)

**Telephone:** 0345 140 1000

Please note that calls are recorded for your security and to help us improve service.

**Twitter:** @unitytrustbank

Our opening hours are:

8.30am-5pm Monday, Tuesday, Wednesday and Friday, and 9.30am-5pm on Thursdays.

## **Financial Services Compensation Scheme (FSCS)**

Eligible deposits in Unity Trust Bank are protected by the Financial Services Compensation Scheme (FSCS). The FSCS protects your organisation's deposits if for any reason your Bank is unable to meet its financial obligations. For more information visit [www.unity.co.uk/fscs](http://www.unity.co.uk/fscs)

Alternatively, you can find further information about the compensation provided by FSCS on their website – [www.fscs.org.uk](http://www.fscs.org.uk)

## 2.0 Definitions

In these General Terms and Conditions:

**'Account'** means accounts held by us and in your name or on your behalf.

**'Agency Bank'** we are not a main clearing bank and do not process payments ourselves. We use another bank to process the clearing of payments.

**'Authorised User'** means a person or persons permitted by you and accepted by us in writing to use the Internet Banking Service on your behalf.

**'BACS'** the Banks Automated Clearing Service.

**'CHAPS'** the Clearance House Automated Payment Scheme.

**'Deposit Account'** an account not used for the execution of payment transactions.

**'Electronic Payment'** includes automated transactions to and from your Account, and includes but are not limited to: BACS, CHAPS, Standing Orders, bill payments, internal payments between your Accounts, payments made through the telephone banking service and internet banking service.

**'Encashment'** an arrangement we make with another bank nominated and agreed with you to withdraw funds and pay-in using their counter service.

**'Faster Payments'** a service where payments authorised before 3pm Monday-Friday will be sent the same day.

**'Internet Banking Service'** means the Internet Banking Service provided by us that enables you to obtain access to information and give instructions to us via the Website and thereby: a) obtain information on your Account including transactions and standing instructions; b) transfer funds to and from your Account(s) and other accounts; c) use any facilities which we may from time to time incorporate into the Internet Banking Service.

**'Payee'** means the person/s to whom a payment is made.

**'Payment Account'** all flexible accounts such as current accounts and instant access savings accounts.

**'Payment Date'** is the date you choose for a payment to be made from your Account.

**'Reference Interest Rate'** means a publicly available interest rate which isn't determined by us, for example Bank of England base rate.

**'Registered User'** means a person or persons permitted by you and accepted by us in writing to use the Telephone Banking Service on your behalf.

**'Regulatory Requirement'** means any law, regulation, code or industry guidance that applies to us.

**'Secure Messages'** means electronic messages sent by you or an Authorised User to us and vice versa, via the Internet Banking Service, which are protected to prevent access to the confidential contents of such message by anyone who is not you, an Authorised User or us.

**'Signatory(ies)'** means any person or persons authorised by you (including you) and notified to us to make payments or give instructions to us relating to your Account.

**'Telephone Banking Service'** means the Telephone Banking Service provided by us that enables you to obtain access to information on your Account by telephone.

**'Third Party Provider (TPP)'** an account Information Service Provider (AISP) or a Payment Initiation Service Provider (PISP) authorised by law to access information or to give instructions to make certain online transactions for you. An AISP provides online account information services. If you have given them your permission, the AISP will be able to access certain online account information from your Account(s) with us and one or more other providers to give you a consolidated view. A PISP provides online payment initiation services. If you have given them your permission, the PISP will initiate any transactions you can make through your Internet banking (for example, balance or money transfer).

**'Transaction'** means an action, initiated by the payer or payee, of placing, transferring, or withdrawing funds.

**'Website'** means [www.unity.co.uk](http://www.unity.co.uk)

**'Working Day'** means any day other than Saturday, Sunday or a Bank Holiday in England and Wales.

**'Working Hours'** means Monday to Friday, 8.30am to 5pm, excluding Thursday which is 9.30am-5pm.

**'You'** means the person or body (which may include unincorporated associations) in whose name an account is opened and held, and includes each Authorised User, Registered User, Signatory and any other individual linked to your Account.

**'Your Security Details'** your password and pin together with any other security information which we may ask for from you from time to time so that you may access our online and/or telephone banking services.

## 3.0 Opening your Account – online account application

- 3.1 You will only be able to pay funds into your Account when we have completed all our necessary account opening procedures. When applying to open an account you must provide all information we require and allow us to comply with any legal, regulatory or banking obligations, including checks and searches.
- 3.2 We reserve the right to refuse a deposit or decline to open an account.
- 3.3 The minimum age for opening an account or being a Signatory with us is 18 years old. All signatories must be UK residents.

## 4.0 Using your Account

### 4.1 Responsibilities/General

- a) You are not permitted to overdraw without our agreement. If there are insufficient cleared funds in your Account to meet items presented for payment, they may, at our discretion, be returned unpaid. We do not have to take account of regular credits or any amounts received after we have decided not to make a payment.
- b) Individuals who are authorised to give instructions on the accounts of unincorporated entities, for example some Clubs, Charities, Churches and Societies, are jointly and severally liable for monies owed to us.
- c) Individuals who are authorised to give instructions on the accounts of incorporated entities, for example that of a Limited Company or an Industrial and Provident Society are not normally personally liable to us for money owed to us by the company or society unless they have entered into a separate agreement with us.
- d) You will be responsible for all losses (including the amount of any transaction carried out without your authority) if:
  - (i) you have acted fraudulently;
  - (ii) you have failed to notify us of any unauthorised access to or use of the Internet Banking Service or Telephone Banking Service without undue delay; or
  - (iii) you have failed deliberately and with gross negligence to operate the account using the required security procedures and in accordance with these General Terms and Conditions.
  - (iv) you will be responsible for any loss which may be incurred by us as a consequence of any material breach of these General Terms and Conditions.
- e) We shall not be liable if we do not perform our obligations under this agreement as a result of anything that we, or our agents, or our subcontractors cannot control. This includes, but is not limited to, the failure of any machine, data processing systems, or any transmission link, or any industrial dispute, nor shall we be liable to you in any circumstances for any loss (directly or indirectly) which we could not have reasonably foreseen.
- f) You authorise us to accept and act on instructions, from you or any authorised Signatory; this includes email and any signed attachments. If you provide instructions via our Telephone Banking Service or Internet Banking Service, you are authorising us to accept and act on your instructions and carry out transactions where the item has been authenticated by the use of our security procedures, as outlined in section 6.
- g) Without prejudice to these General Terms and Conditions, we reserve the right to reverse any entry and make any necessary adjustments to the account where, in our reasonable opinion, it is necessary to ensure your Account remains within agreed limits. If we do so, we will notify you by system notice, email or other means of communication at our discretion.
- h) We will mark your Account as inactive if it has not been used for 13 months or more to protect both you and us. If you wish to make a payment from your Account after this time you will need to call us.
- i) If any part of these General Terms and Conditions proves to be unenforceable in any way, this will not affect the enforceability of the remaining General Terms and Conditions.
- j) All correspondence and communication in relation to your Account will be in English.
- k) These General Terms and Conditions are governed by English Law and the courts of England and Wales will have jurisdiction to deal with any matter connected with them.

## 4.2 Recommended best practice

- a) You are responsible for keeping your information secure including your user name, password and pin number.
- b) We recommend changing user passwords at least every three months and that all Authorised Users of the service do this.
- c) We recommend that you, and any Authorised User(s), log out of the Internet Banking Service when leaving your computer unattended.
- d) You will assist us in our efforts to recover any loss resulting from the unauthorised use of your security details if we ask you to.
- e) We recommend that you take reasonable steps to ensure that the computer(s) used by you and any Authorised User(s) has adequate security at all times. Consider installing anti-virus and spyware software and keeping it up-to-date. To find out more, go to [www.unity.co.uk/security](http://www.unity.co.uk/security)
- f) You should establish adequate security processes for use of the Telephone Banking Service to ensure that it is used only by Registered Users, and you or any Registered User must take all reasonable precautions to prevent the fraudulent use of such security details or passwords, including recording them in any way, which will result in them becoming known by another person.

## 4.3 Internet banking

- a) The Internet Banking Service is provided subject to these General Terms and Conditions. We will be entitled to act on your written authority to establish the service until we receive written notice of the cancellation or amendment of such written authority from you or a Signatory.
- b) When registering for the use of the Internet Banking Service, each person authorised by you to use the service will be issued with a unique user name and password. Access to the Internet Banking Service will be dependent upon the use of the user name, password and pin. You and all Authorised Users must take all reasonable precautions to prevent the disclosure and unauthorised use of the user name, password and pin. An Authorised User must not allow anyone else to access or use his/her unique user name, password or pin, which each Authorised User must keep secret at all times. If any Authorised Users suspect that someone else knows their security details, or, if they discover any breach in the use of the Internet Banking Service, they must notify us immediately. You may be liable for any unauthorised transactions on your Account where you or any Authorised User:
  - (i) have acted fraudulently;
  - (ii) have failed to notify us of any unauthorised use of or access to the Internet Banking Service or the Telephone Banking Service without undue delay; or
  - (iii) have failed deliberately or with gross negligence to operate the account using the required security procedures and in accordance with these General Terms and Conditions.
- c) We reserve the right to update, enhance, modify, vary, replace, suspend or withdraw the Internet Banking Service, or any part thereof but, in the event that we do, we will notify you, giving a reasonable period of notice, being not less than two months, if such changes are to your disadvantage. Otherwise, you will be notified prior to the change. Any notification of change will be by electronic means such as notification on our Internet Banking site or Website, by email or other means of communication at our discretion. However, in the event that we suspect fraud or other inappropriate use, or, where we become aware of a breach in any Authorised User's security details, or, we are required by court order or by law or by any requirement of a regulator, or, in the event of a dispute between you and us, or between you and another customer, where this could have a legal impact on our relationship, no prior notice will be given to you.
- d) Internet Banking may be temporarily unavailable if we have to carry out routine maintenance or repair, a system failure occurs, or for reasons beyond our control. Wherever possible, and whenever we have prior knowledge of such routine maintenance or repair work, we will use reasonable endeavours to inform you in advance by any method we consider appropriate (which may include notifying you on our Website).

- e) We will use reasonable endeavours to effect instructions received from you as soon as reasonably practical, although, the execution of a transaction is not always simultaneous with an instruction given by an Authorised User via the Internet Banking Service. Certain instructions may only be processed during normal banking hours even though the Internet Banking Service may be accessible outside of these hours. This may mean that the information provided by the Internet Banking Service is not accurate or error free.
- f) You authorise us to act on all instructions received via the Internet Banking Service in respect of your Account and to debit your Account with the amount of all transactions initiated through the Internet Banking Service, in accordance with the Terms and Conditions of your Account. In all cases, we will only accept instructions when the right to use the Internet Banking Service has not been withdrawn or suspended. This mandate shall survive any termination of the Internet Banking Service by us or by you, in relation to all such instructions received by us prior to the expiry of any period of notice of termination. We reserve the right to refuse to action, or implement any instruction, but in such cases will notify you of the reason for doing so unless any Regulation prevents us.
- g) We shall act on any authority given to us by you or any Authorised Users, acting alone, regardless of any different signing instructions or authority on your Account mandate held by us.
- h) We shall be entitled to continue to act on instructions we receive from you or any Authorised User or Signatory in connection with the use of the Internet Banking Service, until we receive written notice of the revocation or variation of your written instructions.
- i) You shall be responsible for any loss which may be incurred by any party as a consequence of any breach by you or any Authorised User or Signatory or any other person acting with your express or implied consent (for example, where a user name, password or pin has been shared with any person) of these General Terms and Conditions. We will not be responsible for any claim you make against us for recompense for such loss.
- j) You must notify us immediately if any Authorised User ceases to be so authorised. Notification may be by telephone in the first instance to be confirmed in writing, signed in accordance with your mandate with us. You must not permit any user ID or password to be passed from any Authorised User who is to cease being so, to any individual who is to become a new Authorised User.
- k) You must notify us of any new or additional persons to be authorised to use the Internet Banking Service by sending an Internet Banking Service application form, signed in accordance with your mandate with us. These authorised users will lodge personal security information with us which, together with a confidential password, will enable them to access the service.
- l) Each Authorised User will be prompted to enter an email address when they log into Internet Banking for the first time, which will allow the Authorised User to change their Internet Banking password online. You must ensure that this email address is unique to each Authorised User and is not a shared or group email address.
- m) You will assist us in our efforts to recover any loss resulting from the unauthorised use of your security details if we ask you to.
- n) We may interrupt or suspend your use of the Internet Banking Service without advance notice provided that such decision is confirmed subsequently in writing to you. In this case, the date of interruption or suspension is taken to be the day the use of the Internet Banking Service ceases and not the day on which notice is received.
- o) You may terminate your use of the Internet Banking Service by advising us in writing, signed in accordance with your bank mandate. The termination will not be effective until we have actioned and confirmed your instruction. All completed authorised transactions made by an Authorised User up to and including the day on which the Internet Banking Service terminates shall be affected by us.
- p) You may send us, and we may send you, Secure Messages through our Internet Banking Service. If you send us a Secure Message we will aim to respond to you within two Working Days. Please be aware that once you have submitted a Secure Message detailing a request, you may not be able to cancel your request before we have implemented it.



- c) We will not deal with Secure Messages:
  - (i) to give effect to matters for which there is a particular facility in Internet Banking;
  - (ii) which contain a payment instruction;
  - (iii) which require immediate attention;
  - (iv) reporting the loss or theft of cheques and/or credit cards.
- r) The Secure Messaging facility is a one-to-one service and is personal to you. We may send you Secure Messages concerning your Accounts; products and services which you have with us, including our Internet Banking Service; and any other service related matter.
- s) Instructions received via the Internet Banking Service will only be accepted by us when the right to use the Internet Banking Service has not been withdrawn or suspended for any reason. This irrevocable mandate shall survive any termination of the Internet Banking Service in relation to all such instructions received by us prior to the expiry of any period of notice or termination.
- t) You acknowledge that the supply of security information when using the Internet Banking Service is sufficient evidence for us to assume that we are dealing with an Authorised User, without any requirement for further verification or enquiry. Unless you have advised us of any breach in the use of the Internet Banking Service you will be responsible for any authority or instruction given, which purports to come from an Authorised User. You will only be liable for any unauthorised transactions where:
  - (i) you have acted fraudulently;
  - (ii) you have failed to notify us of any breach in the use of the Internet Banking Service and any unauthorised access or use without undue delay; or
  - (iii) you have failed deliberately and/or with gross negligence to operate the account using the required security procedures and in accordance with these General Terms and Conditions.
- u) Provision of the Internet Banking Service does not entitle an Authorised User to overdraw any account if borrowing arrangements have not been made with us, or to overdraw in excess of any limit agreed with us.
- v) Third Party Providers: The account may not be used by anyone else apart from the authorised users or TPPs to operate the account on your behalf.
  - (i) You can give your security details to authorised TPPs to provide you with account information services and/or payment initiation services.
  - (ii) You can use the online banking service either directly or through a TPP.
  - (iii) You must not let anyone else operate the online banking service for you other than an authorised TPP.
  - (iv) If you have a payment account which you can access online, you may give your security details to a TPP, authorised by the Financial Conduct Authority (FCA) or any other European regulators, to have access to your Account information and/or to make withdrawals/payments from your Account, we will not regard that as a breach of these conditions above. However, if you haven't registered for online banking prior to registering with a TPP, you will have first to activate this facility. We will treat any instruction from a TPP as if it was from you and the terms of this agreement will apply. We may deny the access to TPPs if we reasonably suspect that they are not authorised by you or the attempted access is fraudulent. However, if your security information is misused as a result, you will be responsible for the consequences and losses until you notify us of that misuse.

## 4.4 Telephone banking

- a) Use of the Telephone Banking Service is provided subject to these General Terms and Conditions and by accessing the Telephone Banking Service, you and your Registered Users are deemed to accept the Terms and Conditions we have published specifically for the Telephone Banking Service.
- b) If you are named as an authorised Signatory at account opening, you will automatically be listed as a Registered User, with access to the Telephone Banking Service. You can add additional Registered Users, who may not be Signatories, by completing a Telephone Banking user application form. No person may be a Registered User until we have agreed with you in writing that they are.
- c) You will be responsible for any loss which may be incurred by any party as a consequence of any breach by you or any Signatory or Registered User or any person who has used the Telephone Banking Service with your express or implied consent (for example where you have shared security or password details with any third party) of these General Terms and Conditions. We will not be responsible to you for any claim made against us for recompense for such loss in connection with such claim.
  - (i) Where we become aware of a breach in any Registered User's security details, access will be denied immediately and you will be notified.
  - (ii) We may from time to time update, enhance, modify, replace or suspend any part or the whole of the Telephone Banking Service and we will use reasonable efforts to advise you in advance of such actions.

## 4.5 Payments

In the case of all payments to and from your Account it is your responsibility to ensure that all Payee details (including name, account number, sort code and any reference details) are correct, as failure to provide correct and complete Payee Account details may result in a delay and/or charge, a potential loss or a failure of the payment to reach the intended Payee Account. We will not be liable for any loss you suffer where any Payee details are incorrect and we may refuse to process a Payment Transaction until such time as you have provided us with the correct Payee details.

### Payments into your Account

- a) If you pay a cheque into your Account and it is returned unpaid, the amount will be deducted from your Account. We will tell you when this has happened. You may be charged for this service.
- b) You can pay cash into your Account using your Encashment Facility. Cash must not be sent to us or our Cheque Clearing Centre by post.
- c) Special arrangements apply to cheques in foreign currencies or from foreign banks (banks in countries other than the UK, Isle of Man, Gibraltar or the Channel Islands) which have to be negotiated or collected. This will vary as these cheques have different clearing procedures to those in the UK and therefore will take longer.
- d) You will be able to draw against this credit, although you should remember that the issuing bank can still return the cheque unpaid and tell us to debit your Account with us. If this happens and you have drawn against the cheque, then your Account may become overdrawn and you will be charged debit interest. However, by the sixth Working Day after receiving it, you can now be sure that the cheque is cleared and that the money is yours as we will not deduct the amount of the cheque from your balance unless you give your consent or unless it is found to be fraudulent or you are a knowing party to the fraud.

<b>Payments into your Account</b>		
<b>Type of Payment</b>	<b>Received by us and available to withdraw</b>	<b>Interest payable from</b>
Posted cheques	Three Working Days after cheque is received	Three Working Days after cheque is received
Cheques or cash paid into account over a bank's counter	Up to four Working Days after cheque/cash has been paid in	Up to four Working Days after cheque/cash has been paid in
Cheques paid in via image clearing		
■ Before cut off	One working day after the cheque has been paid in/received	One working day after the cheque has been paid in/received
■ After cut off	Two working days after the cheque has been paid in/received	Two working days after the cheque has been paid in/received
We recommend that you retain copies of all cheques paid in, in the event of a query. Unity Trust Bank has no control over the processes within your nominated branch, which may affect these timescales.		
Post Office Cash account Card (POCA) – paying-in cash only	Up to two Working Days after cash has been paid in	Up to two Working Days after cash has been paid in
CHAPS, Faster Payments & International Payments		
■ Before cut off	Same Working Day	Same Working Day
■ After cut off	Next Working Day	From date of receipt
Automated Bacs Payment	Same Working Day	Same Working Day
Foreign cheques	Collection: up to 8 weeks Negotiation: within 10 working days	Immediately after the cheque has been collected and negotiated

For details of the cut off times, please see [www.unity.co.uk](http://www.unity.co.uk)

### **Payments out of your Account**

- a) We will make a charge for some Payment Transactions. If we do, we will advise you when you request the service. Full details of all our charges can be found in our 'Standard Service Tariff' leaflet, on our Website.
- b) We will not make a payment out of your Account if:
- (i) it is not authorised by you in accordance with your mandate with us;
  - (ii) there are insufficient cleared funds in your Account, or an insufficient overdraft limit was available, by 23:59 GMT on the day before the payment is due to be made. When determining your available cleared funds or overdraft limit, we may consider any pending payments, regardless of whether or not they have already been deducted from your Account;
  - (iii) we suspect the payment to be fraudulent;
  - (iv) your payment instructions are unclear, knowingly incorrect or;
  - (v) we are prevented from doing so due to any Regulation, a legal requirement of a court or another authority;
  - (vi) the payment seems unusual in relation to the way you usually operate your Account; or
  - (vii) you are insolvent.

- c) If you ask us to make a payment out of your Account either by cheque, 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 to exceed a formal overdraft limit, we will consider this as an unplanned request to access our overdraft services and you may have items returned and/or you will be charged debit interest. These charges are detailed within the Bank's Service Tariff.
- d) If you ask us to make a payment on a future date, if the payment falls on a non-Working Day we will make payment on the next Working Day.
- e) You can ask us to stop or cancel a payment provided:
  - (i) the amount has not already been deducted from your Account;
  - (ii) we have not already told the Payee or their bank that it will be paid; or
  - (iii) it is a standing order or Direct Debit and you tell us to stop the payment before it is due to be made.
- f) Once you have given us a payment instruction to make a bill payment or to make a payment by standing order or by CHAPS, and the payment has been processed, we cannot reverse or recall the payment.
- g) The maximum time it will take for a properly authorised payment to reach the payee will be:
  - (i) up to 10 Working Days for foreign draft payments;
  - (ii) more than 10 Working Days for overseas transfers of funds as the transfer times will depend upon the destination country of the payment;
  - (iii) up to two Working Days for all other Payment Transactions.
- h) If you ask us to make a payment to a person with an account at a bank in the European Economic Area (EEA), other than the UK, and the payment is in Euros, the payment will reach the other bank no later than five Working Days, after we received the payment instruction, subject to there being no adverse regulatory checks by the beneficiary bank and no queries raised. For payments in other EEA currencies to countries within the EEA, the payment will reach the other bank no later than five Working Days after we received your payment instruction, subject to there being no adverse regulatory checks by the beneficiary bank and no queries raised. The bank receiving the payment from us within the EEA is required to pay it into the Payee's account on the day it receives the payment from us.
- i) If you ask us to make a payment to a person in another currency or with an account at a bank outside of the EEA, you should ask us for details about how long the payment should take to arrive. We will not be able to control when the payment will be received by the foreign bank outside of the EEA, as this will depend on the banking practice and rules of that country.
- j) Where an exchange rate of one currency to another is required, a rate of exchange will be used based on the Interbank dealing rate applicable to the market at the time.
- k) All foreign payments and transactions are undertaken for us by third party agents, and the type of foreign service will determine which agent we use.

- l) In some countries agents' charges, particularly in relation to low value transfers, can be considerable, and in certain instances local custom and practice decrees that the remitting customer pays them irrespective of the instructions given. If, after processing your request, your transaction is subject to additional charges over which we have no control, we will pass these charges on to you as soon as they become known to us. We will notify you in writing if this is the case.
- m) Upon our being notified by you of the non-receipt of payment, we will use our reasonable endeavours to locate the item as soon as is practicable and you agree to reimburse us and hold us harmless from and against any losses, costs, claims, damages, and expenses incurred.
- n) We will not act on any foreign Payment Transaction if:
  - (i) we believe that it is unclear;
  - (ii) we believe that it is not authorised by you;
  - (iii) you have not provided us with a satisfactory reason for the Payment Transaction; or
  - (iv) it places or may place us or you in breach of any Regulation.
- o) We shall be entitled to cancel any foreign Payment Transaction irrespective of whether it has already been issued in any of the following circumstances:
  - (i) you are in default on any account; or
  - (ii) where the carrying out of any such Payment Transaction would or may place us or you in breach of any Regulation.

### **Your responsibilities when issuing cheques**

- a) Post-dated cheques must not be issued as it may not prevent the Payee from paying it into their bank before the date and payment being made. If this happens we will not be held responsible.
- b) You can tell us to stop a cheque by telephoning us or via the Internet Banking Service. We can only action this request if the cheque has not yet been presented. The charge for stopping a cheque is set out in our 'Standard Service Tariff' leaflet, available on our Website.
- c) 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.
- d) If any cheque paid is returned unpaid we will debit your Account even if this results in your Account becoming overdrawn, and even if we have allowed you to withdraw monies against the cheque.

<b>Payments out of your Account</b>		
<b>Type of Payment</b>	<b>Funds will be debited from your Account</b>	<b>Funds will normally be available to the Payee</b>
Cashed Cheques (you withdraw cash at another bank counter using your Encashment Facility)	Up to Four Working Days after you have cashed the cheque at the bank	Immediately on cashing the cheque
Unity Trust Bank has no control over the processes within your nominated branch, which may affect these timescales.		
Issued Cheques	From the day the cheque is paid into Payee's bank	Once the cheque is cleared
Bill Payments via letter or internet banking		
■ Before cut off	Working day received plus one working day	Working day received plus one working day
■ After cut off	Next working day plus one working day	Next working day plus one working day
Future Dated Payments	Chosen Processing Date	Same Working Date as chosen processing date
Standing Orders via Letter or Internet Banking		
■ Before cut off	First instruction, next Working Day after instruction and thereafter debited day/frequency as requested by account holder	Next Working Day, same Working Day as debit
■ After cut off	First instruction, two Working Days after instruction received and thereafter debited day/frequency as requested by account holder	Two Workings Days after instruction received, same Working Day as debit
Unity Trust Bank has no control over the processes within the payee's bank or building society, which may affect these timescales.		
CHAPS Out		
■ Before cut off	Same Working Day	Same Working Day
■ After cut off	Next Working Day	Next Working Day
Direct Debits	Debited on the date agreed by the account holder and Direct Debit Originator	Same Working Day
Unity e-Payment	The next Working Day after your chosen processing date	The next Working Day after your chosen processing date
Internal Transfer via Phone, letter or internet		
■ Before cut off	Same Working Day	Same Working Day
■ After cut off	Next Working Day	Next Working Day
Transfer of Funds overseas		
■ Before cut off	Same Working Day	Dependent on the destination country
■ After cut off	Next Working Day	

For details of the cut off times, please see [www.unity.co.uk](http://www.unity.co.uk)

## 4.6 Acting on your instructions

- a) We can act on instructions given:
  - (i) in writing bearing original signature(s) in accordance with the signing mandate instructions you have given us in relation to your Account; or
  - (ii) by telephone or computer, however, we would need to satisfy ourselves that the person giving the instruction is an Authorised User or Registered User and we may ask you to confirm it under (i) above.
- b) We can refuse to act on an instruction if:
  - (i) we cannot be sure it is your instruction; or
  - (ii) the instruction is not clear; or
  - (iii) the instruction has not been signed in accordance with the signing mandate instructions you have given us in relation to your Account; or
  - (iv) acting on the instruction will expose us to any action from any third party, including any governmental authority or regulator or will expose us, in our reasonable opinion, to the risk of censure from any such body.
- c) Where there is a dispute between parties in respect of accounts (including partnerships, unincorporated entities and Trusts), we will act on instructions that are signed in accordance with the mandate signature instructions you have given us in relation to your Account. This means that if you instruct us to act on one signature only, that Signatory has authority to withdraw all funds held in your Account. We recommend that you have at least two Signatories on your Account.
- d) If you use an Account Aggregation Service, you may be liable for any mistakes or fraud that happen on your Account as a result.
- e) If you act without reasonable care, you will be responsible for all losses on your Account.
- f) Whilst logged into Internet Banking, you are responsible for all instructions given by you or any other user, until the time you log out from the service.

## 4.7 Interest, fees and charges

- a) We will charge you for the services (including having an account with us) you use on the standard Service Tariff. Full details of our standard fees and charges in respect of all services can be found in our Service Tariff leaflet. This can be found on our Website.
- b) Any additional services, which have separate Terms and Conditions, will have separate tariffs, where applicable and these can also be found on our Website.
- c) We will pay interest on the daily cleared balance in your Account, unless you have an account where the terms specified otherwise when the account was opened, or you hold an account which specifically pays no interest.
- d) We will deduct tax on interest before we pay it to you unless we are allowed, under current legislation, to pay interest without this deduction.
- e) Should circumstances arise whereby an overdraft is created without an arrangement, or where you exceed an agreed overdraft limit, we will charge interest at an unauthorised overdraft rate which will be calculated as a percentage over base rate. Details of current charges can be found on our Website.
- f) We will notify you of any debit interest or account operating commission at least 10 Working Days before debiting your Account, unless we have received an instruction to close your Account. Any charges accrued to that point will be passed immediately.
- g) You may incur charges not listed in our Standard Service Tariff.
- h) Where you use the services of other banks or Post Office® branches in the UK, we will charge for these services in line with our 'Standard Service Tariff' leaflet, available on our Website.
- i) We will notify you in respect of such charges at least 10 Working Days before debiting your Account.
- j) Should you wish to withdraw money from a deposit account that is subject to a notice period, without giving the relevant notice, you may do so, subject to the loss of interest for the relevant notice period.

- k) All overseas Inward Payments expressed in foreign currency received by us, destined for your Account will be converted into sterling, at the rate obtainable by us, on the date of receipt of such foreign currency. We will notify you of the rate used on the day of receipt.
- l) Any items requiring clearance and not denominated in sterling, or denominated in sterling but drawn on bank branches outside the UK, which are sent for credit of an account, will be sent for payment on a collection basis. Once the cleared proceeds have been received from the drawers' bank, they will be converted to sterling at a rate obtainable by us at that time. We will notify you of the rate used.
- m) Unless there is a currency conversion as part of the payment transaction:
  - (i) the Payee must pay any charges levied by their payment service provider; and
  - (ii) the Payer must pay any charges levied by their payment service provider.
- n) We can change interest rates on your Account which are managed rates (which are variable rates but do not track a Reference Interest Rate), without giving you advance notice, if the change is:
  - (i) to your advantage; or
  - (ii) to respond to actual or reasonably expected changes in Regulatory Requirements that affect us, or the costs of running our accounts, including changes in our funding costs such as, but not limited to, changes to the Bank of England base rate.
- o) We can make the following changes to your Account by notifying you personally, not less than two months before the change happens:
  - (i) introduce new charges or rates on your Account or change the amount of any such charges or rates which already apply to your Account; or
  - (ii) any of the terms of the agreement between you and us; we are able to act immediately and without notice when the change needs to be made to protect the security of the Internet Banking Service, or the account.
- p) When we give you advance notice of a change, you can end the agreement between you and us or close or change an account without charge or penalty within the notice period we give you. If you do not do so, we are entitled to assume that you have accepted the change on the date it comes into force. You are free to close or change your related Account at any time, in accordance with our agreement.

### **Notification of changes**

- q) If there are any changes to the information you have supplied in the application form or in the documentation provided to us with the application form you must advise us as soon as possible.
- r) If you pass a resolution affecting the terms of your instructions regarding the authorised Signatories to the account, the change will only be effective in relation to the operation of the account once we have acted on your instruction.



## 4.8 Statements

- a) We will provide you with an annual statement, or more regularly if requested. You can choose to receive your statements either by post or Online. If you require statements more frequently than monthly or a copy statement we will send this but there is a charge, which is set out in our 'Standard Service Tariff' leaflet, available on our Website.
- b) We reserve the right to amend the frequency of this service in the case of accounts which have not been used for at least 13 months. Where this is so, we will issue a statement not less than once each year.
- c) You should examine all bank statements and other documentation sent by us and notify us immediately of any error (see section 6).

## 4.9 Using money between accounts (set-off)

- a) If any money you owe has not been paid and is due for payment we have the right to use set-off.
- b) Set-off means that if any Account you hold with us is in credit, we may use that money to repay any amounts you owe on the Accounts. These include charge cards, loans, or overdrafts. We will use set-off if we think it reasonable to do so, taking into account any regulatory requirements. Where possible we will give you five working days notice.

# 5.0 Closing your Account

- a) You can end this contract and close your Account by writing to us at the address on the Contacts Us section. On some types of account, notice periods will apply (see Account Specific Conditions).
- b) We can end this contract and close your Account at any time, but we will give you at least two months' notice.
- c) We can close your Account immediately if:
  - (i) we reasonably suspect that you have given us false information; or
  - (ii) we reasonably suspect that your Account is being used for an illegal purpose; or
  - (iii) you were not entitled to open your Account; or
  - (iv) you are no longer entitled to have an Account; or
  - (v) if the conduct of your Account is in breach of these General Terms and Conditions; or
  - (vi) if continuing to have an account would be in breach of any Regulation or Regulatory Requirement; or
  - (vii) acting on the instruction will expose us to any action from any third party, including any governmental authority or regulator or will expose us, in our reasonable opinion, to the risk of censure from any such body.
  - (viii) the personal conduct of any individuals associated with the account is unacceptable to our working practices.
- d) For 14 days after the date we 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 address on the Contacts Us section. 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.

## 6. What if something goes wrong

### 6.1 Refunds

- a) If you become aware of an Automated Payment on your Account, which has not been properly authorised, or has been incorrectly executed on your Account, you must notify us immediately.
- b) You may not be entitled to claim a refund in relation to Transactions using an Automated Payment, where:
  - (i) the Transaction was authorised, but:
    - a) you have acted fraudulently;
    - b) you have failed to notify us of any breach in the use of the Internet Banking Service or Telephone Banking Service (as applicable) and any unauthorised access or use without undue delay; or
    - c) you have failed deliberately or with gross negligence to operate the account using the required security procedures and in accordance with these General Terms and Conditions; or
  - (ii) the Transaction was correctly authorised and processed but the details provided by you in relation to the Transaction were incorrect.
- c) In the case of a disputed transaction out of your Account the burden of proving fraud or gross negligence will lie with us.
- d) If you are eligible for a refund under section 6.1 we will reimburse you for any charges you have incurred from us and for any interest you have been charged by us as a result of the incorrect execution of the transaction. We will make this refund and adjustment to your Account without undue delay.

### 6.2 Complaints

- a) We pride ourselves on the fact that we listen to our customers and we do everything we can to provide you with excellent customer service. We recognise, however, that there may be times when we fail to meet your expectations. When this happens, we encourage you to tell us and give us an opportunity to resolve the problem to your satisfaction.
- b) We have a procedure designed to deal with any difficulties quickly and efficiently and you can tell us in the first instance by:
  - Telephoning us: 0345 140 1000; or
  - Emailing us: [us@unity.co.uk](mailto:us@unity.co.uk); or
  - Writing to: Operations Manager at the address on the Contacts Us section.
  - Our full complaints procedure is available on our Website.

### 6.3 Fraud prevention

- a) If false or inaccurate information is provided by you or on your behalf and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be found at [www.unity.co.uk](http://www.unity.co.uk)
- b) As part of our fraud prevention measures, we may need to speak with you to re-confirm certain details relating to your Payment Transactions, for example we may need to ask you for additional security information. If we need to speak with you but cannot do so for any reason, we may suspend implementing the Payment Transaction until we are satisfied that it is not fraudulent. If we consider that the Payment Transaction may be fraudulent we will not implement it.

## 7. Using and sharing your information

We will only process your personal information in line with our Privacy Statement which can be found here <https://www.unity.co.uk/privacy-statement/>

### 7.1 Contacting you

- a) We will use any contact details you have provided to us, including your postal address and telephone number(s) (including your mobile telephone number) and email address to contact you for service or operational reasons. If you are registered for Internet Banking we will also contact you using our secure Messaging service within Internet Banking for these purposes. Remember, communications may contain confidential information and if anyone else has access to your email inbox they may be able to see this.
- b) You are responsible for ensuring that the contact details which you have provided to us are accurate, complete and up to date at all times.



BANK WITH US. BANK ON US.

Unity Trust Bank is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.  
Unity Trust Bank is entered in the Financial Services Register under number 204570. Registered Office: Nine Brindleyplace, Birmingham, B1 2HB.  
Registered in England and Wales no. 1713124.  
Calls are recorded and may be monitored for security, quality and monitoring purposes.