

# General Terms and Conditions

Effective  
4 April 2016

## **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)

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 and together set out our respective rights, responsibilities and obligations to each other.

This information is available to you at any time on our Website, or by telephoning us to request copies.

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

Unity Trust Bank plc, Nine Brindleyplace, Birmingham, B1 2HB Tel: 0345 140 1000

## 1. Definitions

In these General Terms and Conditions:

**“Account”** means Account(s) held by us and in your name or on your behalf.

**“Agency Bank”** means us as we are not a main clearing bank and do not currently process payments ourselves. We use another bank to process the clearing of payments.

**“Aggregation Service”** means a facility where a group of individual Accounts with a common connection, for example branch and regional offices linked to a Head Office, who share terms for those Accounts, are aggregated for interest and charging purposes.

**“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.

**“Automated Payment”** includes automated transactions to and from your Account and which include but are not limited to Bacs, CHAPS, standing orders, bill payments, internal payments between your Accounts with us, payments made through the Telephone Banking Service and through our Internet Banking Service.

**“Bacs”** means the Banks Automated Clearing Service.

**“CHAPS”** means the Clearance House Association Payments Scheme (a system for making same-day payments for which there is normally an additional charge).

**“Cheque Clearing Centre”** means Unit One, The IO Centre, Lea Road, Waltham Cross EN9 1AS.

**“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:

- obtain information on your Account including transactions and standing instructions;
- transfer funds to and from your Account(s) and other accounts;
- use any facilities which we may from time to time incorporate into the Internet Banking Service.

**“Non-Payment Account”** means an account held in the name of one or more persons which is not used for the execution of payment transactions, for example a Fixed Term and Fixed Deposit Account.

**“Online Help”** means the help files accessed from the Website (and updated from time to time) setting out the operational procedures and requirements for using the Internet Banking Service.

**“Open Credit Facility”** means an arrangement we make with another bank nominated and agreed with you to enable you to withdraw funds and pay-in using their counter service.

**“Payee”** means the person(s) to whom a payment is made.

**“Payment Account”** means an account held in the name of one or more payment service users, which is used for the execution of payment transactions.

**“Payment Transaction”** means an action, initiated by the Payer or Payee, of placing, transferring or withdrawing funds.

**“Processing 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 e-Messages”** means electronic messages sent by you or an Authorised User to us and vice versa, via the Website or 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.

**“Special Presentation”** means a process to enable the recipient of a cheque to know as soon as possible whether the cheque will be paid or not.

**“Telephone Banking Mandate”** means the instruction you provide to us in writing to register authorised Registered Users to have access to the Telephone Banking Service on 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. The Telephone Banking Service is open Working Days Monday to Friday from 8.30am until 5pm.

**“Transaction(s)”** means payments of money into and out of your Account.

**“Website”** means 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.

**“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.

## 2. Account Opening

- You will be able to pay funds into your Account with us when we have completed all our necessary Account opening procedures and not before.
- When applying to open an Account, you must provide us with such information about you as we may require, and to allow us to comply with any obligations we may have, by law, from time to time.
- We reserve the right to refuse a deposit or to decline to open an Account or to require you to close your Account with us, without giving a reason for any such decision. We can end our agreement with you by giving you notice and any benefit or service we provide in relation to a particular Account will end as soon as your Account is closed. Unless there are exceptional circumstances, such as suspected fraud, we will not close your Account without giving you at least two months' prior notice where your Account is a Payment Account or where your Account is a Non-Payment Account, other than an Account of fixed duration, we will give you not less than two months' prior notice or such period of notice as you would have to give us in order to close your Account (without paying a charge or suffering loss of interest), whichever is longer.
- The minimum age for opening an Account or being a Signatory with us is 18 years.

## 3. 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.

### 3.1 Payments into Your Account

- We accept cheques and other items that are payable to you for payment into your Account.
- 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.
- 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, you may have items returned and/or you may be charged debit interest.
- You can pay cash into your Account using your Open Credit Facility. Cash must not be sent to us or our Cheque Clearing Centre by post.
- You must normally allow for the timescales outlined in Fig.1 before any withdrawals are made against the payments shown.
- 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. If you need any more information, you can telephone us on 0345 140 1000 for details.

3.1.7 If the information from the remitting bank is incomplete then we will credit your Account as soon as we have identified your Account and we will make a credit interest adjustment to your Account if applicable. We will not be responsible where Payee details are incorrect or incomplete.

### 3.2 Cheques Paid into your Account

3.2.1 When you pay cheques into your Account with us, you need to allow sufficient Working Days for the cheque(s) to be processed and cleared. All time frames referred to by us assume Working Days.

3.2.2 When you post a cheque to our Cheque Clearing Centre, provided it is a sterling cheque from another bank in the UK it will generally be credited to your Account on the second Working Day following receipt. So, for example, if received on a Monday, you will see it in your Account on Wednesday, it counts towards interest on Wednesday and you can use the money on Wednesday. You will only be able to use funds once they have been credited and you should check before using them.

Fig.1

| Type of Payment  | Received by us and available to withdraw   | Interest payable from  |
|--|--|--|
| Cheques* posted to the Cheque Clearing Centre  | Three Working Days after cheque received in the Cheque Clearing Centre (see 3.2.2)   | Three Working Days after cheque received in the Cheque Clearing Centre   |
| Cheques* or cash paid into Account over another bank's counter                       |  |  |
| <ul style="list-style-type: none"> <li>Up to 2pm</li> <li>After 2pm</li> </ul>       | <p>Three Working Days after cheque/cash has been paid in **</p> <p>Four Working Days after cheque/cash has been paid in **</p> | <p>Three Working Days after cheque/cash has been paid in **</p> <p>Four Working Days after cheque/cash has been paid in **</p> |
| Post Office Cash Account Card (POCA) - paying-in cash only                           |  |  |
| <ul style="list-style-type: none"> <li>Anytime during opening hours</li> </ul>       | Up to two Working Days after cash has been paid in **  | Up to two Working Days after cash has been paid in **  |
| Inward Payments (CHAPS In)   |  |  |
| <ul style="list-style-type: none"> <li>Up to 4pm</li> <li>After 4pm</li> </ul>       | <p>Same Working Day</p> <p>Next Working Day</p>  | <p>Same Working Day</p> <p>From date of receipt of payment</p>   |
| Inward Payments (Faster Payments In)   |  |  |
| <ul style="list-style-type: none"> <li>Up to 6.30pm</li> <li>After 6.30pm</li> </ul> | <p>Same Working Day</p> <p>Next Working Day</p>  | <p>Same Working Day</p> <p>From date of receipt of payment</p>   |
| Automated Bacs Payment   | Same Working Day   | Same Working Day   |
| Foreign Inward Automated Payments  |  |  |
| <ul style="list-style-type: none"> <li>Up to 4pm</li> <li>After 4pm</li> </ul>       | <p>Same Working Day</p> <p>Next Working Day</p>  | <p>Same Working Day</p> <p>From date of receipt of payment</p>   |

\* We recommend that you retain copies of all cheques paid in, in the event that there is ever any query.

\*\* Unity Trust Bank has no control over the processes within your nominated branch, which may affect these timescales.

3.2.3 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.

### 3.3 Payments Out of Your Account

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.

3.3.1 We will not make a payment out of your Account if:

- it is not authorised by you in accordance with your mandate with us;
- 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;
- we suspect the payment to be fraudulent;
- your payment instructions are unclear, incorrect or incomplete;
- we are prevented from doing so due to any Regulation, a legal requirement of a court or another authority;
- the payment seems unusual in relation to the way you usually operate your Account; or
- you are insolvent.

3.3.3 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.

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

3.3.5 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.

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

- the amount has not already been deducted from your Account;
- we have not already told the Payee or their bank that it will be paid; or
- it is a standing order or Direct Debit and you tell us to stop the payment before it is due to be made.

3.3.7 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.

3.3.8 For standing orders, bill payments, and transfers set up on your current Account, where the Payee subsequently switches to a new account, we will update the mandate so that the payment continues to the Payee's new account. This will be done without your consent, but we will subsequently notify you of the change as soon as possible.

3.3.9 When you ask us to transfer funds to another account with a UK bank or building society or pay bills, or if you ask us to transfer money from your account to another Account with us, the money will normally reach that account as detailed in Fig.2.

3.3.10 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.

3.3.11 If we receive a payment instruction on a Working Day after the Cut Off Time, set out in Fig.2, or on a non-Working Day, we will treat this as received by us on the next Working Day. All Cut Off Times quoted refer to GMT.

3.3.12 The maximum time this will take for a properly authorised payment to reach the payee will be:

- up to 10 Working Days for foreign draft payments;
- more than 10 Working Days for overseas transfers of funds as the transfer times will depend upon the destination country of the payment;
- up to two Working Days for all other Payment Transactions.

3.3.13 Subject to clause 3.3.1 and 3.3.10, where you request that we make a payment immediately, we will begin processing your instructions upon receipt. You cannot cancel your instructions once you have given them to us. If you instruct us to make a bill payment on a future Processing Date, we will begin to process the payment shortly after 6am on the date you specify as the Processing Date, subject to this date being a Working Day.

### 3.4 Foreign Payments

3.4.1 You must check all information is correct before it is sent to us and contains, where applicable, the correct details of any Payee, reference numbers (including IBAN or swift code numbers) and delivery instructions.

Fig.2

| Type of Payment and relevant Cut Off Time  | Funds will be debited from your Account   | Funds will normally be available to the Payee   |
|--|---|---|
| Cashed Cheques (you cash at another bank counter using your Open Credit Facility) <ul style="list-style-type: none"> <li>Up to 2pm</li> <li>After 2pm</li> </ul> | Three Working Days after you have cashed the cheque at the bank<br>Four Working Days after you have cashed the cheque at the bank   | Immediately on cashing the cheque **<br>Immediately on cashing the cheque **  |
| Issued Cheques   | Three Working Days once paid into Payee's bank OR same day as received in the post before 3.30pm if sent to us as a 'Special Presentation'.   | N/A   |
| Internet Standing Orders   | 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 **  |
| Internet Bill Payments <ul style="list-style-type: none"> <li>Up to 3pm</li> <li>After 3pm</li> </ul>  | Same Working Day, following authorisation.<br>The next Working Day, following authorisation.  | Same Working Day, following authorisation **<br>The next Working Day, following authorisation **                            |
| Bill Payments via Letter † <ul style="list-style-type: none"> <li>Up to 3pm</li> <li>After 3pm</li> </ul>  | Same Working Day, following authorisation.<br>The next Working Day, following authorisation.  | Same Working Day, following authorisation **<br>The next Working Day, following authorisation **                            |
| Future Dated Payments  | Chosen Processing date  | Same Working Date as chosen processing date**   |
| Standing Orders via Letter <ul style="list-style-type: none"> <li>Received before 4pm</li> <li>Received after 4pm</li> </ul>                                     | First instruction, next Working Day after instruction and thereafter debited day/frequency as requested by Account holder<br>First instruction, two Working Days after instruction received and thereafter debited day/frequency as requested by Account holder | Next Working Day, same Working Day as debit **<br>Two Working Days after instruction received, same Working Day as debit ** |
| CHAPS out † <ul style="list-style-type: none"> <li>Up to 2.30pm</li> <li>After 2.30pm</li> </ul>   | Same Working Day<br>Next Working Day  | Same Working Day<br>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 or Letter <ul style="list-style-type: none"> <li>Received before 4pm</li> <li>Received after 4pm</li> </ul>                          | Same Working Day<br>Next Working Day  | Same Working Day<br>Processed and available next Working Day  |
| Internal Transfer via Internet <ul style="list-style-type: none"> <li>Before 11pm</li> <li>After 11pm</li> </ul>   | Same Working Day<br>Next Working Day  | Same Working Day<br>Next Working Day  |
| Transfer of Funds overseas † <ul style="list-style-type: none"> <li>Request received by 2pm</li> <li>Request received after 2pm</li> </ul>                       | Same Working Day<br>Next Working Day  | This will vary depending on the destination country of the payment (see 3.4)  |
| Foreign Draft ≠†   | Once notification is received from the third party agent that the draft has been processed.   | Up to 10 Working Days   |

≠ This service is provided by a third party agent, Unity will send all written instructions to the third party agent immediately on receipt. † This is a chargeable service

\*\* Unity Trust Bank has no control over the processes within your bank or building society, which may affect these timescales.

3.4.2 For foreign currency cheques or cheques which are not issued or deposited with a UK bank, different cheque clearing procedures and longer time periods may apply than drawn on a UK bank.

3.4.3 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 three Working Days after we received the payment instruction. For payments in other EEA currencies to countries within the EEA, the payment will reach the other bank no later than four Working Days after we received your payment instruction. 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.

3.4.4 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.

3.4.5 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 from time to time.

3.4.6 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.

3.4.7 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.

3.4.8 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.

3.4.9 We will not act on any foreign Payment Transaction if:

- we believe that it is unclear;
- we believe that it is not authorised by you;
- you have not provided us with a satisfactory reason for the Payment Transaction; or
- it places or may place us or you in breach of any Regulation.

3.4.10 We shall be entitled to cancel any foreign Payment Transaction irrespective of whether it has already been issued in any of the following circumstances:

- You are in default on any Account; or
- Where the carrying out of any such Payment Transaction would or may place us or you in breach of any Regulation.

3.4.11 You warrant and undertake that neither you nor, to the best of your knowledge, the holder of any beneficial interest in you or any key employee directly or indirectly connected or involved with any request for a foreign Payment Transaction is under investigation by any governmental or regulatory authority or has been charged or convicted of money laundering, drug trafficking, terrorist-related activities, or any other serious crime. You agree to notify us immediately on becoming aware of any such activity or action.

### 3.5. Your Responsibilities When Issuing Cheques

3.5.1 You must take all reasonable precautions to prevent misuse of any cheque books we issue to you. Failure to do this may result in access to your Account being blocked. Reasonable precautions can include but are not limited to:

- keeping cheques safe and locked away when not in use;
- not pre-signing blank cheques;
- when issuing a cheque, always drawing a line through unused space to prevent extra numbers or names being added; and
- reconciling your cheque book frequently.

3.5.2 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.

3.5.3 If your cheque book or any cheques are lost or stolen or have been used by someone else, please tell us immediately by telephoning us on 0345 140 1000. Failure to do so may result in you being liable for any unauthorised transactions made on your Account.

3.5.4 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.

3.5.5 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.

3.5.6 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 absolute 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. In the event of continued misuse of your Account, we refer you to 14.3.

- 3.5.7 If any cheque paid in is returned to us 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.
- 3.5.8 We will ask you to co-operate with us by providing information or other assistance in connection with loss or misuse of your cheques. 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.

## 4. Using the Internet Banking Service

- 4.1 The Internet Banking Service is provided subject to these General Terms and Conditions and to the operating procedures and reference materials available through the Online Help either or both of which may be varied by notification to you. 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 an Authorised User.
- 4.2 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 ID and password. Access to the Internet Banking Service will be dependent upon the use of both the user ID and password. You and all Authorised Users must take all reasonable precautions to prevent the disclosure and unauthorised use of both the user ID and password. An Authorised User must not allow anyone else to access or use his/her unique user ID or password, 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.
- 4.3 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.
- 4.4 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.
- 4.5 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).
- 4.6 The minimum specification to run the Internet Banking Service, which we recommend, can be found in Online Help or as notified to you from time to time. You will at your own expense provide and maintain facilities, including telecommunications facilities, suitable for gaining access to the Internet Banking Service and you will be responsible for ensuring that these meet any requirements specified by us from time to time.
- 4.7 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.
- 4.8 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 from so doing.
- 4.9 The authority given by you to us under 4.8 shall also include those received by

us from any Authorised User of yours, acting alone, regardless of any different signing instructions or authority on your Account mandate held by us.

- 4.10 Provision of the Internet Banking Service will not confer any right on you to overdraw your Account.
- 4.11 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.
- 4.12 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 ID and password has been shared with any person) of these General Terms and Conditions. We will not be responsible to you for any claim you make against us for recompense for such loss in connection with such claim.
- 4.13 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 one who is to become a new Authorised User.
- 4.14 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.
- 4.15 Each Authorised User will be prompted to enter an email address when the Authorised User logs into Internet Banking for the first time, which will allow the Authorised User to change his or her 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.
- 4.16 We recommend changing user passwords at least every three months and that all Authorised Users of the service do this.
- 4.17 We recommend that you, and any Authorised User(s), log out of the Internet Banking Service when leaving your computer terminal unattended.
- 4.18 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.
- 4.19 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)
- 4.20 We may interrupt or suspend your use of the Internet Banking Service without advance notice at any time 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.
- 4.21 You may terminate your use of the Internet Banking Service by advising us in writing, giving not less than one month's written notice of termination. The notice will not be effective until we have received it. All completely authorised transactions made by an Authorised User up to and including the day on which the Internet Banking Service terminates shall be effected by us.
- 4.22 You may send us and we may send you Secure e-Messages through our Internet Banking Service. When using our Internet Banking Service you should comply with the operational procedures detailed in Online Help. If you send us a Secure e-Message we will aim to respond to you within two Working Days. Please be aware that once you have submitted a Secure e-Message detailing a request, you may not be able to cancel your request before we have implemented it.
- 4.23 We will not deal with Secure e-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.
- The Secure e-Messaging facility is a one-to-one service and is personal to you. We may send you Secure e-Messages concerning your Accounts; products and services which you have with us, including our Internet Banking Service; and any other service related matter.

## 5. Using the Telephone Banking Service

- 5.1 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.
- 5.2 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. As new Signatories are added to your Account, you may wish to contact us to arrange for them to become Telephone Banking Service Registered Users. No person may be a Registered User until we have agreed with you in writing that they are.

- 5.3 All Registered Users will be required to lodge personal security information with us which, together with a confidential password, will enable them to access Telephone Banking.
- 5.4 If we are satisfied that our security procedures have been met, we can act on your instructions using the Telephone Banking Service to:
- (i) provide balance information on all your Accounts within the service;
  - (ii) authorise an internal transfer of funds between any of your linked Accounts;
  - (iii) provide transactional information on all your Accounts within the service;
  - (iv) cancel standing orders and Direct Debits; and
  - (v) provide information on other business products.
- 5.5 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.
- 5.6 You will 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. You/they must notify us immediately, on discovery of any breach in the use of the Telephone Banking Service or your/their security details. If you/they fail to do so, you may be liable for any unauthorised transactions made on your Account, in accordance with 9.1.
- 5.7 Where we become aware of a breach in any Registered User's security details, access will be denied immediately and you will be notified.
- 5.8 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.
- 5.9 To ensure that we carry out your instructions accurately and to help us to continually improve our service, we may monitor and/or record your telephone calls with us. All recordings are our sole property.
- 5.10 We are not responsible if any party intercepts or overhears any telephone conversation between you and us.

## 6. Acting on Your Instructions

- 6.1.1 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.
- 6.1.2 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) we believe that by carrying out the instruction, we may be in breach of any Regulation; or
  - (v) 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.
- 6.1.3 Where there is a dispute between parties in respect of joint 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.
- 6.1.4 If you use an Account Aggregation Service, you may be liable for any mistakes or fraud that happen on your Account as a result.
- 6.1.5 If you act without reasonable care, you will be responsible for all losses on your Account.
- 6.2 You will be responsible for all instructions given by you or any Authorised User, acting with your authority from the time you pass security and access the Internet Banking Service until the time you or your Authorised User exit the Service.
- 6.3 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 by you or us in relation to all such instructions received by us prior to the expiry of any period of notice or termination.
- 6.4 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 and until 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 with gross negligence to operate the Account using the required security procedures and in accordance with these General Terms and Conditions.
- 6.5 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 (see 4.11).

## 7. Liabilities

- 7.1 Individuals holding personal Accounts are liable to us for any money owed to us.
- 7.2 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 (see 7.4).
- 7.3 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.
- 7.4 Joint Account holders (including partnerships) are jointly and severally liable for money owed to us. This means that when two or more people are parties to an Account, they are each individually responsible for the full amount of any borrowing on the Account. We have the right to:
- (i) demand repayment from all Account holders by taking one action against you all (jointly); or
  - (ii) take a separate action against each of you, or any one or more of you individually (severally).
- 7.5 In operating a joint Account you need to decide if you both want to authorise all transactions on your joint Account (both to sign) or, if you are happy for each of you to have the right to sign separately (either to sign). Remember, with an 'either to sign' joint Account, the other Account holder can make the joint Account go overdrawn without your knowledge and you, as joint Account holder, are personally responsible for paying off that overdraft, even if you did not agree to it or did not know about it. Likewise, the other Account holder may also withdraw all funds from the joint Account without your knowledge. We recommend that you have at least two Signatories on your Account.
- 7.6 Due to the nature of the Internet Banking Service and circumstances that may arise beyond our control we do not warrant that the information provided by the Internet Banking Service is accurate or error free. We will not be liable for any loss incurred or damage suffered by you by reason or in consequence of any such financial information not being complete, accurate or up to date (see 4.7).
- 7.7 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.
- 7.8 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.
- 7.9 We shall not be liable to you if we do not perform our obligations under this agreement as a result of anything whatsoever 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.
- 7.10 You authorise us to accept and act on your instructions, from you or any authorised Signatory; this includes instructions by fax (including with a facsimile or lithograph signature) 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 the security procedure we require of you and any Registered/Authorised Users, as outlined in 5.4 and 6.4.
- 7.11 We will not be liable for any loss suffered in respect of a payment you have not authorised in accordance with the Terms and Conditions of your Account, or which has been incorrectly paid unless you have notified us without undue delay as outlined in 9.1.
- 7.12 You will be bound by and be responsible to us for your non-compliance with all obligations and responsibilities imposed on you by foreign laws and regulations.

## 8. Interest, Fees and Charges

We will charge you for the services (including having an account with us) you use on the standard Service Tariff leaflet. 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 or, you can telephone us on 0345 140 1000 for information.

Any additional services, which have separate Terms and Conditions, will have separate tariffs, where applicable and these can also be found on our Website or you can telephone us on 0345 140 1000 for full details. See Section 12 of these General Terms and Conditions for details of how changes to the interest rate applicable to your Account(s) will be made.

- 8.1 We will pay interest on the daily cleared balance in your Account, unless you have an Account where the terms specified, when the Account was opened, state otherwise or you hold an Account which specifically pays no interest. You should note that none of our current accounts pay any interest (these are our Unity Custom Account and Unity Current Account). Interest will be calculated and paid in the manner and at the rates set out on our Website. You can also call us on 0345 140 1000 to find out this information.
- 8.2 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.
- 8.3 Cheques and/or other items negotiated by us and which are returned or dishonoured for other than technical irregularities may incur a charge for each item. We will notify you if this happens.
- 8.4 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.
- 8.5 We will notify you of any debit interest or Account operating commission at least 10 Working Days before debiting your Account.
- 8.6 Non standard account services such as, but not limited to, stopping a cheque or providing a duplicate statement may incur charges as set out in our 'Standard Service Tariff' leaflet. We may also tell you of any charges incurred when you request such services.
- 8.7 Where you use the services of other banks in the UK on a regular basis, it is possible that the other bank may levy a charge against your Account for using its services. We reserve the right to recover from you (by debit to your Account) the amount of any such charges. An administration fee will be applied in addition to the other bank's charges to cover our costs. Details of the administration fee that will be applied are set out in the Bank's Service Tariff. We will notify you in respect of such charges at least 27 Working Days before debiting your Account.
- 8.8 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.
- 8.9 You may be able to make a deposit to money market. Rates and terms vary and are available on request through our Banking Operations team who can be contacted on 0345 140 1000. Charges may apply should you need to break the deposit before the maturity term.
- 8.10 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 in writing on the day of receipt.
- 8.11 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 drawer's bank, they will be converted to sterling at a rate obtainable by us at that time. We will notify you of the rate used.
- 8.12 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.

## 9. Refunds

- 9.1 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 by telephoning us on 0345 140 1000. This notification must be made to us as soon as you become aware of the error and in any event within 13 months of the date of the Transaction. If you do not notify us, you will not be entitled to a refund under Section 9.
- 9.2 You may not be entitled to claim a refund in relation to Transactions using an Automated Payment, where:  
(i) the Transaction was not 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.

- 9.3 In the case of a disputed transaction out of your Account under Section 9, the burden of proving fraud or gross negligence will lie with us.
- 9.4 If you are eligible for a refund under Section 9, 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.
- 9.5 The Direct Debit Guarantee Scheme applies to cover Direct Debit payments.

## 10. Statements

- 10.1 We will provide you with an annual statement, or more regularly if requested by you on your Account application and after Account opening. You can choose to receive your statements either by post or Online. We do not charge for statements. If you require 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.
- 10.2 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.
- 10.3 You should examine all bank statements and other documentation sent by us and notify us immediately of any error (see 9.1).

## 11. Using and Sharing Your Information

- 11.1 We may carry out a credit reference search with a Credit Reference Agency, keep a record of that search and make any other enquiries we believe necessary against the name and address of any Signatory on your Account. The Credit Reference Agency we use may give out information for credit assessments and to prevent fraud.
- 11.2 We may identify and tell you by letter, phone, fax, email or any other means of communication about products and services which may be of interest to you and which are offered by us. If you do not wish to receive such information, please write to us at Customer Services, Unity Trust Bank plc, Nine Brindleyplace, Birmingham, B1 2HB. You should be aware that this may mean that you will not receive information about business products or service developments which may be of benefit to you.
- 11.3 We will not give out information about any Signatory on your Account nor will we pass the names and addresses of any Signatory to any other company, unless:  
(i) you or the relevant individual has given us permission to do so; or  
(ii) we are required to give information by law; or  
(iii) we have a duty to give the information; or  
(iv) it is in our interests to do so, for example if we suspect fraud.
- 11.4 We will disclose information to external parties only:  
(i) where you have provided your agreement; or  
(ii) to our affinity partner(s) if you have an affinity product(s); or  
(iii) for fraud prevention and other agencies to help prevent crime or where we suspect fraud; or  
(iv) if compelled or required to do so by law; or  
(v) for the purpose of compliance and regulatory reporting (for example the Financial Conduct Authority or the Prudential Regulation Authority) and to confirm your identity for money laundering purposes, which may include checking the electoral register; or  
(vi) to a Payee's bank when you make an electronic payment overseas; or  
(vii) to our service providers and agents (including their sub-contractors), where that is necessary for the conduct of our business or the operation of your Account, including making any Payment Transaction.
- 11.5 We may record or monitor telephone calls for your added security and to help maintain service quality. All recordings are our sole property.
- 11.6 You have a right to receive a copy of the personal data that we hold about you. For further details contact us on 0345 140 1000.
- 11.7 We accept no liability as a consequence of your personal data being transferred on your instructions to third parties acting on your or the Payee's behalf.

## 12. Variations

- 12.1 We will not change a fixed rate on your Account, or any other condition, if we have agreed to fix it, for the time we have agreed to keep it fixed.
- 12.2 Where an Account has an interest rate which is not set by us but tracks a Reference Interest Rate such as the Bank of England base rate it will change automatically when the Reference Interest Rate changes.
- 12.3 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 proportionately to actual or reasonably expected changes in Regulatory Requirements affecting 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.
- 12.4 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; although 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.

- 12.5 Where the change is to your advantage, we can make the following changes immediately;
- reduce the amount of any charges which already apply to your Account; or
  - any of the terms of the agreement between you and us.

- 12.6 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 the change comes into force. You are in any case generally free to close or change your related Account at any time, in accordance with our agreement.

### 12.7 Notification of Changes

- 12.7.1 Where we notify you personally of a change, we will do so by letter, email, statement message or statement inserts, electronically through the Internet Banking Service, or in any other way, which is sent to you personally.
- 12.7.2 All interest rate changes referred to in 12.2 will be published on our Website within one Working Day of making the change.
- 12.8 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 you can. Such changes may include but are not limited to:
- business contact email details, address and telephone number;
  - Signatories;
  - your rules, memorandum and articles of association (if applicable) or other constitutional documents and your status, for example if you are a registered charity and then cease to be so; or
  - Authorised Users for the Internet Banking Service or Registered Users for the Telephone Banking Service.
- 12.9 All changes must be notified to us in writing and must be signed in accordance with your Account signing mandate held by us. Where in law, the legal status of your 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.
- 12.10 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, when it has been received in writing by us.

## 13. Proprietary Information

- 13.1 The Online Help and all other information provided in connection with the Internet Banking Service is our confidential information and must not be copied without our prior written consent.
- 13.2 All Authorised Users will comply with the requirements and directions of the Online Help, use the Internet Banking Service only for the purposes specified in the Online Help, and ensure that all instructions given are clear, correct and complete.
- 13.3 If an Authorised User accesses the Internet Banking Service from a country outside the United Kingdom, they will be responsible for complying with the laws and regulations of that country.

## 14. Closing Your Account

- 14.1 You can end this contract and close your Account by writing to us at Unity Trust Bank plc, Nine Brindleyplace, Birmingham, B1 2HB. On some types of Account, notice periods will apply (see Account Specific Conditions).
- 14.2 We can end this contract and close your Account at any time, but we will give you at least two months' notice.
- 14.3 We can close your Account immediately if:
- we reasonably suspect that you have given us false information; or
  - we reasonably suspect that your Account is being used for an illegal purpose; or
  - you were not entitled to open your Account; or
  - you are no longer entitled to have an Account; or
  - if the conduct of your Account is in breach of these General Terms and Conditions; or
  - if continuing to have an Account would be in breach of any Regulation or Regulatory Requirement; or
  - 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.
- 14.4 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 Unity Trust Bank plc, Nine Brindleyplace, Birmingham, B1 2HB.
- 14.5 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.

## 15. Fraud Prevention

- 15.1 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/security](http://www.unity.co.uk/security)

- 15.2 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 may not implement it.

- 15.3 If we believe there is suspicious activity on your Account, we may contact you by post and/or telephone. Where we telephone you and leave a message requesting that you call us, you must contact us as soon as possible.

- 15.4 In respect of Payment Transactions made through our Telephone Banking Service or Internet Banking Service, if you do not reply to our telephone message (which we leave in accordance with clause 15.2) before 3pm on the day when we left a message, we will only authorise the Payment Transaction if we are satisfied that it is not fraudulent. We may not authorise future Payment Transactions until we have discussed your Account's activities with you.

## 16. Using Money Between Accounts (Set-Off)

- 16.1 If any money is overdue for payment on any other Account you have with us (such as a loan, mortgage, credit card or overdraft) we may take the money you owe us out of your Account by way of set-off without asking you first.
- 16.2 We can use our right of set-off where you have Accounts which are held in your sole name as well as joint Accounts you hold with another person. Where possible we will give you at least five Working Days' notice, unless we reasonably think that this may interfere with our rights.
- 16.3 We will follow any legal requirements before we exercise our right of set-off, for example not setting-off against any essential living payments or important debts where we have to give priority to those. We may delay exercising our rights, but any such delay will not prevent us from doing so later.

## 17. Contacting You

- 17.1 You agree that we may 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 you agree that we may also contact you using our secure e-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.
- 17.2 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.

## 18. If You Have a Complaint

- 18.1 We aim to provide excellent service at all times and to listen to our customers. Occasionally, however, we may fail to meet your expectations. If this happens, we encourage you to tell us and give us an opportunity to resolve the problem to your satisfaction.
- 18.2 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 - The Head of Banking Operations, Unity Trust Bank plc, Nine Brindleyplace, Birmingham, B1 2HB.
- 18.3 If we have issued our final response and we have been unable to resolve your complaint to your satisfaction, you may be eligible to refer your complaint to The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. If you are eligible, you can write to them and ask them to review your complaint, or telephone 0300 123 9 123. You must do this within six months of receiving our final response.

You can find out further information about The Financial Ombudsman on [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Our full complaints procedure is on our Website, or you can telephone us and request a copy.

## 19. General

- 19.1 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.
- 19.2 All correspondence and communication in relation to your Account will be in English.
- 19.3 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 directly.
- 19.4 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.

## How you can contact us to manage your accounts

(This table does not form part of the General Terms and Conditions and is included for reference only).

|   | By Phone | By Fax | Internet Banking | Standard Form | By Letter | By email of a scanned letter |
|---|----------|--------|------------------|---------------|-----------|------------------------------|
| <b>Opening your account</b>                                   |          |        |                  |               |           |                              |
| New Account application                                       |          |        |                  | ✓             |           |                              |
| <b>Adding new Products and Services</b>                       |          |        |                  |               |           |                              |
| <b>Online Statements</b>                                      |          |        |                  |               |           |                              |
| Setting up online statements                                  | ✓        | ✓      |                  |               | ✓         | ✓                            |
| Reverting back to postal statements                           | ✓        | ✓      |                  |               | ✓         | ✓                            |
| Adding a recipient to access online statements                | ✓        | ✓      |                  |               | ✓         | ✓                            |
| Changing recipients email address for online statements       | ✓        | ✓      |                  |               | ✓         | ✓                            |
| <b>Internet/Telephone Banking application</b>                 |          |        |                  |               |           |                              |
| Setting up Internet Banking access                            |          |        |                  | ✓             |           |                              |
| Adding a user   |          |        |                  | ✓             |           |                              |
| Changing authorisation levels                                 |          | ✓      |                  |               | ✓         | ✓                            |
| <b>Unity e-Payment</b>  |          |        |                  |               |           |                              |
| Setting up Unity e-Payment facility                           |          |        |                  | ✓             |           |                              |
| Adding a user to e-Payment                                    |          | ✓      |                  |               | ✓         | ✓                            |
| Re-set password on e-Payment                                  | ✓        | ✓      |                  |               | ✓         | ✓                            |
| Amend credit limit  |          | ✓      |                  |               | ✓         | ✓                            |
| <b>Paying-in and Cash Facilities</b>                          |          |        |                  |               |           |                              |
| Setting up Encashment Facility                                |          |        |                  | ✓             | ✓         |                              |
| Amendment or cancellation of encashment facility              |          |        |                  |               | ✓         |                              |
| Setting up Post Office® Cash Account Card paying-in cash only |          | ✓      |                  | ✓             |           | ✓                            |
| <b>Money Market</b>   |          |        |                  |               |           |                              |
| New Money Market facility                                     |          | ✓      |                  |               | ✓         | ✓                            |

|   | By Phone   | By Fax | Internet Banking | Standard Form | By Letter | By email of a scanned letter |
|---|--|--------|------------------|---------------|-----------|------------------------------|
| <b>Changes to your account</b>            |  |        |                  |               |           |                              |
| Change of address                         |  |        |                  |               | ✓         |                              |
| Change of Signatories application         |  |        |                  | ✓             |           |                              |
| Removal of Signatory                      |  |        |                  | ✓             |           |                              |
| Instructions to close account             |  |        |                  |               | ✓         |                              |
| <b>Managing your account</b>              |  |        |                  |               |           |                              |
| Ordering a Cheque or Paying-in Book       | ✓  | ✓      | ✓                |               | ✓         | ✓                            |
| Requesting Certificate of Balance         |  |        |                  |               | ✓         |                              |
| <b>Payment Instructions</b>               |  |        |                  |               |           |                              |
| Setting up new Payment                    |  |        | ✓                |               | ✓         |                              |
| Amendment to Payment                      |  | ✓      | ✓                |               | ✓         | ✓                            |
| Cancellation of Payment                   | ✓  | ✓      | ✓                |               | ✓         | ✓                            |
| One-off payments (Bill Payments)          |  | ✓      | ✓                |               | ✓         | ✓                            |
| Set up new Direct Debit                   | Contact the payee to set up a Direct Debit to be paid from your Unity account  |        |                  |               |           |                              |
| Amendment to Direct Debit                 | Contact the payee to amend any Direct Debit to be paid from your Unity account |        |                  |               |           |                              |
| Cancellation of Direct Debit              | ✓  | ✓      | ✓                |               | ✓         | ✓                            |
| Return Direct Debit                       | ✓  | ✓      |                  |               | ✓         | ✓                            |
| BACS Recall (day before payment received) |  | ✓      |                  |               | ✓         | ✓                            |
| Stop a cheque                             | ✓  | ✓      | ✓                |               | ✓         | ✓                            |
| CHAPS payment                             |  | ✓      |                  |               | ✓         | ✓                            |
| Transfer of funds overseas                |  |        |                  | ✓             |           |                              |
| Other Foreign Services                    |  |        |                  | ✓             |           |                              |

All paperwork to be signed in accordance with the mandate and all emails to have scanned images of signatures.  
All telephone requests to be made by Telephone Banking user or signatory.  
The most popular customer forms can be downloaded from our website at [www.unity.co.uk/forms](http://www.unity.co.uk/forms).  
Where you are unable to download a form and a letter is not acceptable, please contact us for further advice.

For more information on any of our products or services, please contact us:  
t: 0345 140 1000 e: [us@unity.co.uk](mailto:us@unity.co.uk) [www.unity.co.uk](http://www.unity.co.uk)  [@unitytrustbank](https://twitter.com/unitytrustbank)

