

# Supplementary terms and conditions - Select Account



These terms and conditions supplement Unity's standard terms and conditions. In the event of conflict between the two, Unity's standard terms and conditions, available at [www.unity.co.uk](http://www.unity.co.uk), will apply. Any additional or other terms and conditions applicable to any Benefit (as defined below) will be disclosed on the Select Account Website.

## 1. Definitions

The following definitions apply in relation to the Select Account:

- **Access Card:** A card issued to Select Account holders which can be used to access the Benefits.
- **Access Code:** The unique number embossed on each Access Card enabling access to the Select Account Website. **N.B. This is not your Select Account number.**
- **Banking Offers:** The banking offers available to Select Account holders as from time to time published by Unity Trust Bank.
- **Benefits:** The organisational discounts and third party discounts and services which are available to Select Account holders as from time to time displayed on the Select Account Website.
- **Interest:** The interest rates and arrangements applicable to Select Accounts as from time to time published by Unity Trust Bank.
- **Minimum Contract:** The minimum permitted term for Select Accounts, being a period of 12 months, beginning on the date of opening of the Select Account and ending on the date of closing of such an account.
- **Select Account:** The Select Bank Account as from time to time operated by Unity Trust Bank
- **Select Account Website:** The dedicated Select Account Website which displays details of the Benefits and which is available to Select Account holders, with access facilitated by the relevant Access Code.
- **SME:** Small and medium sized companies or businesses whose turnover falls below £500,000 in any one year.
- **Social Economy:** Organisations including (but not limited to) charities, voluntary organisations, local community groups, clubs and societies, social enterprises, unincorporated organisations, industrial and provident societies, community benefit societies, trusts, charitable incorporated organisations (CIOs), faith-based organisations, study / project groups, community interest companies (CICs), co-operatives, CASCs, certain companies limited by guarantee and other similar organisations as from time to time determined by Unity Trust Bank.

## 2. Eligibility

- (i) The Select Account is open to new or existing Social Economy customers.
- (ii) A minimum deposit of £10 is required to open the account.
- (iii) Customers must have a turnover of less than £500,000 per annum at the time of opening the Select Account.

## 3. Term of contract

- (i) Subject to paragraph (ii) below, the minimum term for your Select Account shall be the Minimum Contract.
- (ii) Following expiry of the Minimum Contract the Select Account shall continue until such time as you give Unity Trust Bank 60 days' written notice, and upon the expiry of such notice, such account shall close and your access to the Select Account Website will cease with immediate effect.
- (iii) Without prejudice to any rights that have accrued in respect of the Select Account or any of its rights or remedies, Unity Trust Bank reserves the right to at any time amend or replace any of these terms and conditions and Unity Trust Bank's standard terms and conditions, subject to providing you with 60 days' notice thereof.

## 4. Membership

- (i) An Access Card, embossed with your Access Code will be issued to you after the date of opening of your Select Account. The details on your Access Card enable access to the Select Account Website where details of the Benefits can be found.
- (ii) The Access Card is not a cheque guarantee, debit, credit or prepaid card.
- (iii) The Access Card remains the property of Unity Trust Bank plc.
- (iv) The Access Card is not transferable and must only be used in accordance with these terms and conditions and Unity Trust Bank's standard terms and conditions.
- (v) The Access Card is valid from the date of opening of the Select Account until the date of closing of the Select Account.

## 5. Access to Benefits

- (i) It is a condition of the Select Account that the Benefits and your access to them is at all times discretionary, and Unity Trust Bank reserves the right to at any time terminate, cancel, suspend, replace or amend any of the Benefits and term or condition applicable thereto.
- (ii) Access to the Benefits is restricted to your trustees, members, officers, employees and contractual volunteers from time to time, and such other persons as Unity Trust Bank may from time to time authorise in writing.
- (iii) Access to the Benefits is not transferable, and Unity Trust Bank reserves the right to take action against you and any individual who accesses or otherwise benefits from any benefit otherwise than as permitted by these

terms and conditions and Unity Trust Bank's standard terms and conditions.

- (iv) Access to the Benefits is facilitated through the Select Account Website. Unity Trust Bank is neither an agent nor representative of any of the providers of any of the Benefits from time to time disclosed on the Select Account Website. Any contract which you or any permitted person enters into for the supply of any of the goods or services through or as a consequence of visiting the Select Account Website will be with the relevant service provider and not with Unity Trust Bank. As a result, neither Unity Trust Bank nor any of its representatives, agents, affiliates or employees shall be liable to you in respect of the Benefits provided through the Select Account Website.
- (v) Unity Trust Bank makes no warranty, express or implied, that the information detailed on the pages within the dedicated Select Account Website is complete or accurate, nor that any of the services offered on the Select Account Website are suitable for individual situations or fit for a particular purpose. All such warranties are expressly disclaimed and excluded.
- (vi) The Select Account Website contains links to other websites and to material contained on other websites. Unity Trust Bank is not responsible for the content of such other websites and, to the extent permitted by law, disclaims all liability in respect of such content and of any other websites or content which a customer may be able to access from such websites.
- (vii) Unity Trust Bank will not be liable to a customer for any loss arising out of the inaccuracy or incompleteness of information contained on the Select Account Website.
- (viii) Unity Trust Bank cannot guarantee the competitiveness of any product or service at any particular time and, whilst Unity Trust Bank will investigate all complaints in accordance with its published complaints policy, Unity Trust Bank will not be liable in the event of a complaint from a Select Account customer regarding one of the Benefits.

## 6. Fees and charges

- (i) A monthly fee is payable for the provision of the Select Account and access to the package of Benefits applicable. No part of this fee is attributable to any particular Benefit in the Select Account package. If you choose not to use a benefit or service, or are not eligible for a benefit or service, or a benefit or service is not available to you, you will not be entitled to a refund of, or reduction in, the Select Account fee payable.
- (ii) The first payment is payable on the first day of the next month following the opening of the account.
- (iii) The monthly fee is payable on the first day of each month for the duration that the Select Account is open.

- (iv) We reserve the right to vary the monthly fee at any time by giving you 60 days' notice.
- (v) Replacement Access Cards will be provided subject to a charge. You will find details of the latest fees on our website at [www.unity.co.uk](http://www.unity.co.uk).

## 7. Interest

- (i) Interest will be earned from the day upon which deposited funds are accepted by us.
- (ii) Interest on all cleared balances is calculated daily and added to the balance held in the Select Account on a quarterly basis.
- (iii) Details of our current Select Account interest rates are set out on our website at [www.unity.co.uk](http://www.unity.co.uk).

## 8. Termination

- (i) We reserve the right to terminate the Select Account at any time, without providing a reason for such a decision. We will advise you of such a decision in writing and will refund the balance on your Select Account, including any Interest earned on the balance at the date upon which the Select Account is closed.
- (ii) Unless there are exceptional circumstances, such as suspected fraud, we will not close your Select Account without giving you at least 60 days' notice.
- (iii) For 14 days after your Select Account is opened you have the right to cancel and close your Select Account. You can do this by writing to us at Unity Trust Bank, Nine Brindleyplace, Birmingham, B1 2HB. If you do choose to close your account, access to the Benefits will be terminated with immediate effect.
- (iv) You can terminate the Select Account at any time by giving us 60 days' notice as outlined in paragraph 3 (ii), in writing, signed in accordance with your mandate. If you choose to close your Select Account before the end of the Minimum Contract, an early closure charge, equal to the total value of the monthly fee payable for each remaining month of the Minimum Contract may apply and will be debited from your Select Account before it is closed.
- (v) Closure of your Select Account, by either party, ceases your access to the Benefits associated with the Select Account with immediate effect.

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