

## General Terms & Conditions

Our terms and conditions for all customers

Effective from 15/12/2025



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### **Definitions**

Here's what the following words mean (shown below in **bold**), when used within this document:

Account Information Services
Providers or AISP: a Third-Party
Provider that enables you to
see your accounts with different
providers in one place.

Bacs: Bacs is a service owned and operated by Pay. UK that handles Direct Debit and Bacs Direct Credit transactions in the UK. Previously known as Bankers Automated Clearing Services.

Calendar Day: any day of the week, including weekends and bank and public holidays recognised in England and Wales.

**CHAPS:** Clearing House Automated Payment System.

Collection of cheques: Cheques need to clear before crediting your account and once credited, funds will be available to customers.
Usually takes up to 8 weeks to be paid into your account.

Large Corporate Business
Customer: An entity that is not
a Small Business Customer or
Small Charity using their
definitions below.

Negotiation of cheques: Funds can be used before the cheque has cleared. Usually paid into your account within 10 working days however funds will be recalled if the cheque is not cleared.

#### **One Time Passcodes:**

A password sent to you to log-in to or authorise actions whilst in Online Banking. You can choose to receive this via SMS or Telephone.

**Partner Bank:** A NatWest Group branch to include NatWest, RBS and Ulster Bank.

Payment Initiation Services
Providers or PISP: A Third-Party
Provider that makes payments to
and from those accounts.

Secure Messaging: A oneto-one service within Online Banking that is personal to your organisation and messages are sent to authorised individuals on your account. We may send you Secure Messages concerning your accounts, accounts and services you have with us, and any other service matter.

## Definitions (continued)

#### **Small Business Customer:**

An entity with fewer than 10 employees and an annual turnover and / or balance sheet total of £2 million or less, or if it's part of a group, the group has an annual turnover and / or balance sheet of £2 million or less.

**Small Charity:** A charity with an annual income of less than £1 million.

**Termination:** means the end of the accounts and services you hold with Unity no matter the reason.

Third-Party Provider or TTP: a third-party provider of banking services.

#### You or Your, or Yours:

The customer in whose name the account or service is held. This includes every one or every organisation or business named on your account, together and individually.

#### We, Us, Our, or Ours:

Unity Trust Bank plc. being a company registered in England and Wales with company registration number 01713124 or any another company that we transfer the agreement or our rights and obligations to.

Working Day: Monday to Friday, excluding bank and public holidays recognised in England and Wales.



### Section 1

# Your Agreement and Communication



## 1. Our agreement with you

This document sets out the main terms and conditions that apply to our relationship with you. This is for all Unity Trust Bank business accounts, and related services, including overdrafts and savings.

In some cases, your account, or some of our accounts and services may also have other terms and conditions which apply. We call these 'Additional Terms and Conditions' and these set the specific features of your product. These may include things like maximum and minimum balances you have to keep in your account, applicable interest rates and other terms that apply. Any Additional Terms and Conditions applicable to your account or service will always take priority over these General Terms and Conditions, if there's ever a conflict. These terms and conditions include both the list of definitions above, as well as any other key terms shown in bold.



#### Our agreement with you is made up of:

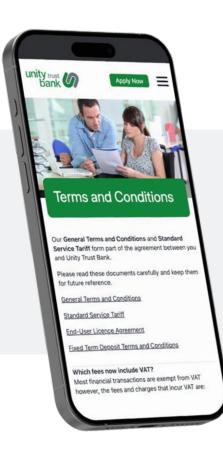
- (v) these General Terms and Conditions;
- any Additional Terms and Conditions you may be given for each account and services you take out with us, including arranged overdrafts, Product Specific Terms and Key Feature Documents; and,
- the application form you have signed for the account(s) you apply for;
- our Standard Service Tariff of account charges;

Together, each of these will form a separate agreement between you and us for each account, or service you have with us, and are what we mean when we refer to 'this agreement' or 'the agreement'.

If you're not an incorporated business or association, and your business or organisation consists of two or more persons, this agreement applies to each of you individually as well as together.

This agreement replaces any terms and conditions or other agreements that may have applied to your account, product or service.

We'll supply a copy of these General Terms and Conditions when you open an account. You can ask for a copy of these General Terms and Conditions at any time.



## They are also available at www.unity.co.uk/terms-and-conditions.

All wording contained in this document including explanatory notes as clause subheadings form part of this agreement.

### General terms

- 1.1 Your account is a business account and must not be used for personal, non-business purposes.
- 1.2 You must not hold client funds in your account. This includes things like money that you receive from, or hold on behalf of, your clients.
- 1.3 You can't transfer your accounts or any of your rights or obligations under this agreement to anyone else.
- 1.4 We can transfer all or any of our rights in relation to your accounts and this agreement. We can also transfer any of our obligations but only to someone we consider capable of performing them.
- 1.5 You must not use your account or any credit balance in your account as collateral or security for any loan or credit facility with any third party without the prior written consent of the Unity Trust Bank.
- tax responsible for meeting your own tax responsibilities. You must ensure you comply with all UK and international tax declarations and reporting obligations. Some countries have tax laws even if you don't have a business there. Unity Trust Bank does not provide tax advice.
- 1.7 We may not always enforce our rights under this agreement, for example we may allow you more time to pay us money you may owe us. If we choose not to enforce our rights when we could do, we may enforce them later.





- 1.8 If any part of this agreement is unenforceable, unlawful or void in any relevant jurisdiction, then that part shall be separated from the rest of the agreement. The remainder of the agreement will continue to be valid and enforceable.
- 1.9 No third parties unless named in these terms will have the right to enforce this agreement.
- 1.10 This agreement is governed by the law of England and Wales and the same law will apply to establishing our relationship. You and we both agree that the courts of England and Wales have non-exclusive jurisdiction to determine any dispute arising out of or in connection with this agreement.
- 1.11 These General Terms and Conditions are available only in English and all communications from us will be in English. We'll only accept communications and instructions from you in English.

#### Authority to operate your account

- When you take out an account or service from us, we'll ask you who's authorised to deal with us and the extent of their authority. Throughout your use of the account, accounts or services You must let us know if this changes.
- 1.13 If you authorise anyone else to operate your accounts for you, we'll deal with that person as if they were you for the purposes of this agreement.
- 1.14 Unless we have agreed something different with you (e.g. via a mandate), anyone named on your account, or any authorised users named on your account can give us instructions and operate your account. This includes authorising payment transactions; withdrawing money; changing your contact preferences and applying for new accounts and services. Any instruction given by one of you will commit the rest of you.
- 1.15 The authorised person must keep to this agreement as if they were you. If they break this agreement or use the accounts or services in a way that's against the law, you'll be responsible for any claims, losses, damages or costs to us, as a result.
- 1.16 If there's a dispute between you and the authorised person because of their use of your account, you can't involve us unless it was our fault. It is very important you choose authorised persons carefully and let us know immediately if you need to change them.

#### How these terms apply to different types of customers

- 1.17 The Payment Services Regulations 2017 (PSRs) and other rules require us to treat small business and small charity customers in the same way as other organisations treat their personal banking customers. However, we can agree different terms with larger corporate business customers. If you're a Large Corporate Business Customer (as described in 1.19 below), you agree that the regulations in Part 6 and Part 7 of the PSRs do not apply to you. We tell you in these terms if different terms apply to you.
- 1.18 If you become a Large Corporate Business Customer, then by continuing to use the account or service you agree to the terms that apply to them. If you become a Small Business Customer or Small Charity (both as described in 1.19 below), then the terms applying to those customers will apply to you. You must tell us as soon as you become aware that you stop meeting the criteria to be a Small Business Customer or Small Charity.
- 1.19 'Large Corporate Business Customers' is defined as entities that are not a Small Business Customer or Small Charity. 'Small Business Customer' includes entities that have fewer than 10 employees and an annual turnover and / or balance sheet total of £2 million or less, or if it's part of a group, the group has an annual turnover and / or balance sheet of £2 million or less. 'Small Charity' is one with an annual income of less than £1 million.

## 2. Keeping you informed and contacting each other

It's important that you keep your contact details up to date so we can keep you informed.

- 2.1 We can contact you and provide you with notices in one of the following ways:
  - Online Banking, and any new forms of electronic communication we may introduce following technological developments



- Phone (mobile or landline), including SMS (texts)
- Video call
- In person at one of our offices; or
- Post.



- 2.2 We'll use your most recent details to contact you or your authorised contact by post. This could be to your main business address, organisation correspondence address or a registered office. You must tell us immediately if these details change. If you don't, you might not receive information or notices from us, and we won't be responsible for this.
- 2.3 If we can, we'll contact you using your preferred method of contact. We may not always be able to do this e.g. if the law requires us to send you a letter.

2.4 If we need to contact you urgently, we'll use the way that we consider fastest and most secure. We'll always ask you to verify your identity for security purposes. This could be for important service or operational reasons such as suspected account fraud.

## Statements we'll give you to keep you informed about your account

- 2.5 Information about payments into and out of your account will be available to you through Online Banking. You can also call us for this information.
- 2.6 How often we'll give you statements relating to transactions on your account will depend on what type of customer you are:

#### If you're a Small Business Customer or Small Charity:

We'll give you monthly statements if there's been a payment into or out of your account since the last statement we gave you. You can choose to receive your statements either by post or online. Where statements are available online, we'll upload them so that you can view them via Online Banking and let you know by email that they are there.

#### If you're a Large Corporate Business Customer:

We'll agree with you how often we'll provide statements. You can ask us for a copy of your statements at any time. We may charge you for the cost of providing you statements. The charges applicable will be set out in our Standard Service Tariff.

- 2.7 If you require a copy statement, we will send this but there is a charge. This cost is set out in our Standard Service Tariff, which is available on our website.
- 2.8 We reserve the right to amend the frequency of statements for accounts which we deem to be inactive or dormant.
  - You should check all bank statements and other documents sent by us. Please tell us immediately if you spot any unusual or incorrect transactions



2.10 For accounts operated by more than one person, we'll send information about the account to your main business or organisation correspondence address or a registered office, or, if you don't have an address in the UK we'll contact your chosen authorised person. If you haven't provided an authorised person, then we'll contact the address or email of the first person named on our records (unless there's a legal reason, we have to send it to both or all of the authorised persons). The person we contact is responsible for sharing this information with all other authorised persons.

#### **Using Secure Messaging**

- 2.11 You may send us, and we may send you, Secure Messages through our Online Banking service.
- 2.12 To access Secure Messaging, you'll need to log into Online Banking using your personalised security details. We'll tell you how and when you can use Secure Messaging to contact us via the instructions detailed within Online Banking.
- 2.13 If you send us a Secure Message, we'll aim to deal with it promptly. Please be aware that once you've submitted a Secure Message detailing a request, you may not be able to cancel the request before we've processed it.
- **2.14** Secure Messages must not be used:
  - to process instructions or make requests which can be made via Online Banking;
  - to send a payment instruction;
  - report fraud or any suspected fraud;
  - if you require our immediate attention;
  - for the service of any notice given in legal proceedings;
  - to report the loss or theft of cheques and/or payment cards or if you think someone else knows your security information.
     In these circumstances, please call us on the numbers in the 'How to contact us' section below.

#### How to contact us

**2.15** (Except in circumstances where it is not allowed [under clause 2.14]) you can contact us by any of the methods shown in the table below.

	Contact Us
Lost or stolen security details	By freephone: <b>0808 196 8420</b>
Other queries	By telephone: 0345 140 1000  Monday to Friday 8.30am-5pm with the exception of Thursdays which will be open 9.30am-5pm
Email	us@unity.co.uk
Website	www.unity.co.uk
By post	PO Box 7193, Planetary Road, Willenhall, WV1 9DG
Secure message	Via our Online Banking service  Please remember the exclusions detailed in section 2.14

If required, you can use these contact details for the service of any legal notice or other communication.

## 3. Changes to this agreement

We may want or need to make changes to this agreement, such as changes to charges, interest and exchange rates, or the terms of our agreement.

- 3.1 We may need to make changes to your agreement with us because we develop our services, our business changes or things happen which are outside of our control. We can't predict everything that may affect our business, so there may be other reasons for making a change. We'll only make changes if it's reasonable for us to pass the impact of the change on to you.
- 3.2 We'll never change any terms that we've said are fixed (e.g. fixed interest rates on some accounts) before the fixed period ends.
- 3.3 Your account fees may also change in line with our Standard Service Tariff of account charges, depending on the level of your business' credit turnover per year across all of your accounts with us. If your interest rate is tiered (for example there are different interest rates which apply depending on the level of funds or the length of time the deposit is held in your account), your interest rate will change in line with the tiers relevant to your account.
- 3.4 If any interest rate we charge you or pay you is set by referring to a publicly available reference rate, such as the Bank of England Base Rate (a reference rate), that interest rate will change in line with changes to that reference rate. We don't have to tell you in advance when the rate changes, but we'll tell you after the change has taken effect. Any changes to interest rates will apply within one working day of any change to the reference rate. We may also apply a margin for the interest rate to track above or below the reference rate. If we do this, we can change the margin in accordance with this clause 3. If the reference rate falls below zero, we'll treat the base rate as zero.

3.5 Any changes to exchange rates will take effect immediately. We will tell you the exchange rate applicable to the time the currency conversion is carried out. You can contact us to find out the current exchange rates at any time.



You can contact us to find out the interest rate(s) and charges applicable to your account at any time by calling our Unity Experience Customer Service Team on **0345 140 1000**.

#### Notice of changes

- 3.6 The notice period given when we make changes to this agreement will depend on the type of change we're making and the type of account you have. You can find details in Table 1: Applicable Notice Periods below. The table below sets out the different notice periods.
- 3.7 When we give you notice, we'll send this electronically or by post, sometimes we'll include this with your statements. When we give you a personal notice about a change, we'll also tell you the date the change will take place.
- 3.8 If there's a change that we don't have to tell you about in advance, we'll give notice of the change on our website within three working days.

#### What happens if you don't want to accept the change?

- 3.9 If you don't want to accept the change then you can end this agreement and close your account, you must tell us before that change takes place, or for restricted access accounts:
  - within the next 30 days from the date of notification where the change is not favourable to the interest rate.
  - within the next 60 days from the date of notification for all other changes.

If you close or switch your account for this reason, we won't charge you and you'll continue to earn interest until the date your account closes. You'll have to pay back any money you've borrowed from us under any overdraft before the account is closed.

3.10 If we give you notice and if you don't tell us you want to close your account or end the service, then we'll treat you as having accepted the change at the end of the notice period.

#### Notice periods for changes we have to tell you about

3.11 We have to give different amounts of notice depending on the type of change and the account you have or service(s) that you use.

**Table 1: Applicable Notice Periods** 

Turn of about	Notice before the change takes effect		Notice after
Type of change	At least two months	At least 14 days	the change takes effect
Increasing interest rates we pay you or decreasing the interest rate you pay us on an unauthorised overdraft			$\bigcirc$
<ul> <li>Any other change, including:</li> <li>Those related to fees and charges</li> <li>Reducing interest rates we pay you</li> </ul>	$\bigcirc$		
Making any other change which is favourable to you			$\bigcirc$
Making any other changes to the terms of this agreement or changing or introducing fees and charges which relate to the way in which you can make or receive payment transactions on your account.	$\bigcirc$		



## Section 2

## Using your Account



## 4. Interest rates and charges

#### Interest we pay

- 4.1 If you have an interest-bearing account, we'll pay interest on the credit balance. We'll calculate interest at the end of each day. This is based on a 365-day year (or a 366-day year in a leap year). We'll tell you in the Additional Terms and Conditions if we work out interest differently on a particular account. Interest will be applied to your account at the frequency set out in the Additional Terms and Conditions for your account.
- 4.2 We'll normally pay any interest earned into the account on which the interest is payable, but sometimes we may pay interest into a different account.
- 4.3 We pay interest without deducting tax. You're responsible for ensuring that you pay the relevant tax authorities any tax liabilities that are due for interest earned on your account.
- 4.4 Some of our accounts and services may have notice periods for withdrawing money from the account. These will be set out in the Additional Terms and Conditions.



#### When we pay interest

Type of payment received	When we start calculating interest
Cash	
Electronic payments	Same day that we receive the payment
Sterling cheque paid in at a branch of a Partner Bank	On the second working day after we receive the cheque
	Collection: Up to 8 weeks
Foreign cheques drawn on	Negotiation: within 10 Working Days
a non-UK bank	(See section 7 regarding foreign cheques for what we mean by 'Collection' and 'Negotiation'.)

#### Charges

- 4.5 We'll charge you the fees set out in our Standard Service Tariff, (provided to you when you opened your account, and available on our website), unless we've agreed different charges with you.
- 4.6 We may also charge for services which aren't set out in Standard Service Tariff, but we'll always tell you how much they'll be and check you're happy to pay them before we provide the service.
- 4.7 We may deduct charges from your account either when we provide the service or at the end of your monthly charging period. If we intend to deduct any fees or overdraft interest rates, we'll notify you at least 14 days in advance.

## 5. Keeping your account secure

We'll do all that we reasonably can to keep your account safe and secure, but it's important that you help us.

#### Protecting your account information

- You and all authorised users of your account, must take reasonable steps to keep your account information and payment devices secure. This means keeping the security details you use to access your accounts and make payments (such as your PINs, passwords and security codes and security devices) safe. Contact us as soon as you notice something isn't right.
- 5.2 You should check bank statements, invoices and all other communications we send you as soon as you receive them.

#### How do we know we are dealing with you?

- We'll need to check that we're dealing with you or an authorised user whenever you use or access your account. We'll use different ways to check each authorised user's identity depending on what they ask for.
- 5.4 We might require evidence of an authorised user's identity, a signature of an authorised signatory, require the use of payment devices or rely on the use of agreed security details such as linked devices or One Time Passcodes.
- If the security details belonging to one of your authorised users are used, we'll assume we're dealing with you and will treat the instruction as if you've authorised it. This is why it's important to ensure your authorised users keep all security details and payment devices safe.

#### If you think your security has been compromised

- You must tell us immediately if you know or think your account security might have been compromised.
  This includes when:
  - someone else has accessed, has tried or is able to access or use your account, payment device or security details;
  - someone else has made a payment from your account which you did not authorise;
  - a cheque, payment device or your security details have been lost or stolen.
- 5.7 We'll ask for information we need from you to help us. We may pass this information to the police or where relevant the National Crime Agency if we think we should.
- 5.8 We can temporarily suspend or cancel access to your account or a service to prevent anyone misusing your money and to protect you and us from unauthorised use.
- 5.9 You must not use your security details, a payment device or a cheque after you have reported it as being lost or stolen, or if you think someone else has or has tried to use it.

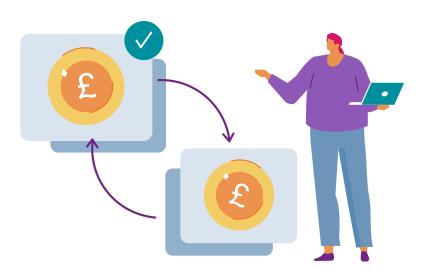
#### Writing cheques

- You should write cheques clearly and in a way that makes them hard to alter. You must not post- date cheques, because we can still pay them even if they are post-dated. This might mean you don't have enough in your account to cover the cheque payment.
- 5.11 You must not pre-sign blank cheques. This is particularly relevant if your cheques require multiple signatures.
- You should always ask us to cancel the original cheque before you write a replacement cheque for the same payment. This service may attract a fee as set out in the Standard Service Tariff.

# 6. Making payments or withdrawing money from your account

You can access and withdraw your money in different ways. We charge for some payment types. Full details of all our charges can be found in our Standard Service Tariff.

- 6.1 You can withdraw money from your account in the following ways:
  - electronic payment transfers, using payment schemes such as Faster Payments, Bacs and CHAPS;
  - via Direct Debit;
  - Standing Orders;
  - at your nominated Partner Bank branch;
  - by cheque;
  - giving us instructions via a third party such as a payment initiation service provider (PISP).



#### Giving us instructions to make a payment

- You give consent for a payment to be authorised when you or an authorised user follow the procedures required for the payment type you are making. This will include:
  - logging into Online Banking using your security details you have set up with us (username, password or PIN) and completing a payment in the way we ask you to;
  - completing a Direct Debit form via a third party;
  - following the payment instructions of an authorised thirdparty provider or PISP you have asked to submit a payment instruction for you;
  - writing a cheque, signed in accordance with the agreed mandate.
- To send payments to accounts in the UK we need the account number and sort code. Payments are sent using this information, so it is important that you and your authorised users carefully check this information when authorising a payment. You'll also be asked for additional information, e.g. the name of the account holder and a reference. You and your authorised users will be able to check if the intended recipient's name matches the account details you've given us. Please note this isn't available when using Bulk Faster Payments. We need additional information for making payments outside the UK, please see the section on international payments below.

- 6.4 You or your authorised users will need to tell us whether we should make the payment immediately or at some time in the future. If you ask us to make a payment on a future date, we'll make it on that date. If the payment falls on a non-working day, we'll make payment on the next working day.
- 6.5 To keep your money safe, and to avoid mistakes, we'll only follow instructions If they're complete, clear and we think they're from you or your authorised third party. You must check the payment details you give us are correct before asking us to make a payment. We'll process your payment based on the information provided to us.
- We don't have to pay cheques if someone pays them in more than 6 months after you've written them, but we may do this, no matter how long it is since you wrote the cheque.

#### **Bulk Faster Payments**

- 6.7 To make multiple payments using our Bulk Faster Payments service via Online Banking, you must follow the procedures for uploading a file containing the details of the multiple payments you wish to make. It is your responsibility to ensure that the information contained in the file is complete and accurate.
- 6.8 You provide your consent for all of the multiple payments contained in the file to be authorised by uploading the file and providing the security information we ask for to complete making the multiple payments.

#### Instructions on an account operated by more than person

- 6.9 If you're a partnership, charity or unincorporated association and we've been made aware of a dispute among your members, we may require you to give us instructions jointly, so that you have all consented to what you're asking us to do. We may also suspend your use of Telephone and Online Banking and payment services, to prevent one person committing the rest of you.
- 6.10 We may refuse to accept instructions from authorised users, and may remove authorised users from your account, if we reasonably believe a regulatory requirement means we have to, or when you ask us to.

## How do we work out if there's enough money in your account?

- 6.11 When you instruct us to make a payment, we'll check you have enough money in your account to cover it. We'll look at the balance of your account, any arranged overdraft you have with us, cheques which have been paid in and are available to use, and the total amount of payments you already asked us to make from the account that have not yet been paid.
- 6.12 If there's enough money, we'll make the payment. We'll do this through our normal payment system unless we've agreed an alternative payment system (e.g. CHAPS payment).
- 6.13 Subject to clause 6.14 and 9.3, if there isn't enough money, or we reasonably believe that there won't be enough on the payment date, we won't be able to make the payment (unless the payment is one we've guaranteed to make). Any payments that we can't make will be returned unpaid, and we may still charge you if there is a charge for making that payment type.
- 6.14 Even if you don't have enough money in your account to make the payment, or you don't have an arranged overdraft, we may provide you with an unarranged overdraft to cover the payment.
- 6.15 If you try and make two or more payments on the same day and you don't have enough money to make all of them. An example might be a limit on how much cash you can withdraw over a counter in a single day or the value of an electronic payment (including with any unarranged overdraft we give you), we'll decide which payments to make, but please remember we won't know which of the payments is most important to you.

#### Limits on the number or value of payments you can make

- 6.16 We may apply financial and other limits to your instructions e.g. limits on over-the-counter withdrawals or electronic payment amounts. Any withdrawal limits on your account will be set out in any applicable Additional Terms and Conditions.
- 6.17 We may also apply limits, to certain types of payment. We will tell you what these are at the time you make a payment or withdrawal.

#### When will we action your instructions?

- 6.18 Send your instruction before our cut-off time for giving payment instructions. This allows us to action your instruction to make a payment on the same working day (or an agreed future date). We'll process any payment instructions received after the cut-off time on the next working day.
  - 6.19 If we receive your payment instruction on a public holiday or at the weekend, we'll usually process your instruction on the next working day.



#### When will the payment reach the recipient's bank?

- 6.20 For UK payments made electronically (payments within the UK made entirely in sterling) the payment will reach the recipient's bank no later than the end of the next working day, and usually sooner, such as for Faster Payments,
- 6.21 For UK payment instructions given on paper (excluding cheques) it will be no later than 2 working days after we have processed your payment instruction.

#### Cancelling or changing a payment instruction

- 6.22 You can't cancel or change a payment you've asked us to make immediately.
- 6.23 For regular or future payments, including Direct Debits and Standing Orders, you can cancel or change a payment up to 9am on the working day of the payment date. Unity processes four payment files each day with cut off times at 9am, 11am, 1pm and 3pm. Payments received after 3pm will be processed the next working day. You can cancel or change your payment through Online Banking or by phone. You should also tell the organisation that collects the payment, so they can cancel it too.
- 6.24 To stop a cheque, you must ask us to cancel the cheque that you've written before it has been presented for payment by the beneficiary to their bank. However, we'll charge a fee for this in line with our Standard Service Tariff.

#### Making international payments from your account

- **6.25** By international payments, we mean:
  - payments in a currency other than sterling (including where there has been a currency conversion at some point), or
  - payments in any currency to or from an account that is not based in the UK.
- 6.26 In order to make international payments, you'll need to provide the SWIFTBIC code of the account you're sending money to. In some cases, we may also need an IBAN. You can get these from the person you are sending the payment to.

- 6.27 We may need to include your name, address and other information within the payment instruction, to comply with the local laws of the country you're sending the payment to. You agree to us doing this by asking us to make an international payment for you.
- 6.28 It can take up to 5 business days for us to process an international payment. The specific currency used and payment destination will impact the time it takes to reach the recipient. Once processed they should be received:
  - up to 10 working days for foreign draft payments;
  - for payments in Euro and Sterling to countries within the EEA, the payment will reach the other bank no later than the next working day after we processed your payment instruction;
  - for payments in any other currency to countries within the EEA, the payment will reach the other bank no later than the fourth working day after we processed your payment instructions;
  - for non-EEA overseas transfers of funds, the transfer times will depend upon the destination country of the payment, but it will take no more than 10 working days.
- 6.29 We use agent banks to help transfer funds to accounts in some countries. Some of these agents apply additional charges. If, after processing your request, your transaction is subject to additional charges over which we have no control, we'll pass these charges on to you as soon as they become known to us. We'll notify you in writing if this is the case. The payee receiving the payment will be responsible for any agent's charges for their bank or payment services provider.

## 7. Payments into your account

There may be limits on the amount you can pay into your account. We'll let you know if limits apply at the time, you request a service.

#### Paying cash into your account

7.1 When we receive cash depends on how you pay it in.

How cash is paid in	Received by us	Ready to withdraw once received by us
Cash paid in over a bank's counter	One working day (if deposited before 3.30pm)	Immediately for all customers.
Post Office®	Up to two working days after the cash was paid in	Immediately for all customers.

You can find information about our Partner Banks on our website. Please note that the Partner Bank is responsible for your cash until it is received by us.

Cash should never be sent to us, for paying in, by post.

#### Electronic payments into your account

7.2 Where the payment is in sterling, we'll credit the money to your account immediately as soon as we receive it and those payments will appear in your account, on the same day, if they are received before 3pm.

Type of payment	Received by us	Ready to withdraw
CHAPS, Faster Payments & International Payments		
Before 3pm	Same working day	Immediately
After 3pm	Next working day	Immediately
Automated BACS	Same working day	Immediately

#### International electronic payments into your account

- 7.3 Where an electronic payment is made into your account in Euros, we'll credit the money to your account immediately after we've converted it into sterling, and the money will be available for you to use immediately.
- 7.4 For all other international electronic payments, different timescales will apply. Please ask us when the money will be available for you to use.
- 7.5 We'll convert payments received in a different currency to your account, into sterling using an exchange rate determined by us.
- 7.6 You can ask us for an indication of the exchange rate at any time, but as it changes to reflect currency market movements, we won't be able to tell you the actual exchange rate until we receive the payment. You can also find our current exchange rate by calling us.

#### Payment or cheques in sterling from a UK bank account

- 7.7 Money paid into your account by cheque must go through a cheque clearing process. If the cheque is received before 3pm, the process starts on the working day we received the cheque, otherwise, we'll start processing it on the next working day.
- 7.8 Where you use the services of our Partner Banks or Post Office® branches in the UK, we'll charge for these services in line with our Standard Service Tariff.
- 7.9 For cheques payable in sterling and drawn on a bank in the UK, Channel Islands, Isle of Man or Gibraltar, if your account pays interest, you'll start to earn it from the day the cheque is paid in, provided it is paid in before 3pm on a working day. Otherwise, it will be deemed received the next working day. You can start withdrawing the funds the next working day. We can't take the money back after this time, unless you've committed fraud.
- **7.10** Postal cheques take an additional day for us to process before you receive interest and can withdraw the funds.
- 7.11 For cheques in currencies other than Sterling or drawn on bank accounts located outside of the UK once the cheque is received it can take:
- (a) Up to 8 weeks for the funds to be with us so that we can pay interest and be ready to withdraw where cheques are subject to Collection; and
- (b) Within 10 working days so that we can pay interest and be ready to withdraw where cheques are subject to Negotiation.



See the sections **7.15 - 7.20** on foreign cheques below for what we mean by 'Collection' and 'Negotiation'.

#### **7.12** the following timescales apply:

Type of payment	Received by us and ready to withdraw
	Two working days after the cheque has been received.
Posted Cheques	Posted cheques should be sent with a paying in slip, with sort code: 60-83-01 printed on it, to:
	Freepost UNITY TRUST BANK 1984
	If cheques are sent to any other Unity Trust Bank address, then this will delay funds being available
Cheques paid into account over a bank's counter	Close of business the following working day after the cheque has been paid in / received.
Cheques paid in via image clearing (some bank counters)	One working day after the cheque has been paid
Before 3pm	in / received.
After 3pm	Two working days after the cheque has been paid in / received
Foreign cheques	Collection: Up to 8 weeks Negotiation: Within 10 working days (See the section on foreign cheques below for what we mean by 'Collection' and 'Negotiation')

#### **Clearing Cheques**

- 7.13 You may be able to draw against this credit. 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've drawn against the cheque, then your account may become overdrawn, and you'll be charged debit interest. However, after six working days, the cheque will clear, and the money is yours. We won't deduct the amount of the cheque from your balance unless you give your consent, or we suspect it to be fraud
- 7.14 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.

#### Foreign cheques

- 7.15 We can't always accept cheques if it's a non UK bank, depending on the cheque origin or due to other restrictions.
- 7.16 If we accept a cheque drawn on a non-UK bank or in a foreign currency, we may not always be able to process it.
- 7.17 If the cheque is in Euro or US dollars and drawn on a UK bank, we'll attempt to obtain payment by putting the cheque into the Euro or US dollar clearing system.
- 7.18 If you receive a cheque in a different currency or it is drawn on a bank outside the UK, it could be cleared in one of two ways: 'Collecting' or 'Negotiating'.

- **7.19** We'll send the cheque on a collection or negotiated basis depending upon its value.
- 7.20 When we Negotiate a cheque, the other bank may return it or ask for the money back. If this happens, we'll take back the money we originally gave you. When we take the money back, we'll use the rate available at the time. This means the amount we take could be higher or lower than the amount we paid in. This will also happen if we've incurred any charges from trying to get the money for you.
- 7.21 We'll convert foreign currency cheques using a using an exchange rate made up of a reference exchange rate (which changes to reflect currency market movements). This may include a commission rate.

Where we process a foreign currency cheque for you, you'll be responsible for our charges and costs and the charges of any foreign bank or agent we use to collect the payment. We'll take these from the account you told us to pay the cheque into.

# 8. When we can refuse instructions or suspend access to services

There may be times when we can delay or refuse to act on your instructions to make a payment, or accept payments into your account.

- 8.1 We won't be able make a payment from your account if:
  - you or your authorised user's instruction isn't clear or doesn't contain all the information we need, or we reasonably believe it didn't come from you;
  - you don't have enough money in your account to cover the payment (including any arranged overdraft) and we don't agree to provide you with an unarranged overdraft;
  - the type of payment you're trying to make is not available to us or we've withdrawn it;
  - you've not provided any extra identification or information about the payment that we've reasonably asked for;
  - the payment exceeds a limit that we tell you, or that you've set (where applicable), when you make the payment;
  - you've asked us to send a payment via a method which the recipient's bank doesn't accept.

- 8.2 We won't make a payment where we reasonably believe:
  - there has been a breach of security or misuse of your account, security details or a payment device;
  - in carrying out the instruction or accepting a payment we might break a law, regulation, code or other duty that applies to us, or it might expose us to claims from third parties or damage our reputation;
  - that following the instruction or accepting a payment might expose us to legal action or be met with a formal statement of disapproval from any government, regulator or law enforcement agency;
  - we suspect that a payment into or out of an account is connected to fraud or any other criminal activity or we think you may be being scammed;
- 8.3 We won't be responsible for any loss to you if we refuse to make or accept a payment in these circumstances.
- 8.4 In most cases you'll know when we've refused to make a payment at the time you give us your instructions. For other types of payment, e.g. standing orders, we'll usually tell you if we can (for example, by calling you or sending a Secure Message on Online Banking).
  - 8.5 If you'd like to know why we didn't follow your instructions you can call us and we'll explain, unless we're prevented from doing because there's a legal or security reason which means we can't tell you. If you request written confirmation by letter, we may charge you.



## When we may suspend your ability to make payments or access to services?

- 8.6 We can stop or suspend your ability to make payments using any payment device or your security details and your access to certain services (such as Online Banking):
  - if we reasonably believe the security of your security details and your account is at risk;
  - due to suspected unauthorised or fraudulent use of your security details or payment device;
  - we reasonably believe there's a significantly increased risk that you may be unable to repay money you owe us (for example, if you go over your account overdraft limits).
- 8.7 We'll try to tell you in advance, or we'll tell you immediately after we do this (where it's not possible to tell you in advance) and explain the reasons why, unless there's a legal or security reason why we can't. We'll lift any suspension or restriction as soon as the reason for it ends.

# 9. Borrowing money on your account (overdrafts)

# Overdrafts are intended for short-term borrowing and aren't available on some accounts.

- 9.1 We may agree to lend you money through an overdraft, if we think you can afford it, and it is available on the type of account you hold. If we agree to give you an arranged overdraft, we'll provide you with a separate facility letter setting out the limits, any interest and charges and other applicable terms that will apply.
- 9.2 Overdrafts are repayable 'on demand'. This means that we can ask you to repay the full amount at any time. We'll give you advance notice where we can.
- 9.3 We'll treat you as requesting an unarranged overdraft if you try to take cash or make payment out of your account when you don't have enough available funds in your account (including if you exceed the limit of any arranged overdraft we have agreed to give you). We'll charge you interest and charges on the unarranged overdraft at the rate set out in our Standard Service Tariff.
- 9.4 We'll deduct any interest and charges on the overdraft from your account. This will increase the overdrawn balance and form part of the amount you owe us.
- 9.5 Savings accounts are not designed to provide unarranged overdrafts. However, if we're unable to prevent a charge or transaction which would cause you to go overdrawn, we'll treat this as an unarranged overdraft, and you'll have to repay the overdrawn amount immediately on demand.

#### Repaying an overdraft

- 9.6 If your account is overdrawn any money you pay into your account will be applied in the following order:
  - to repay or reduce any unarranged overdraft balance; and then
  - to repay or reduce any arranged overdraft balance.
- 9.7 We won't agree to use a payment into your account to pay a particular payment or type of payment or to reduce the amount you owe us in any different order.

#### Set-off

- 9.8 If you owe us money (for example on a loan or overdraft) and don't repay it on time when it has become due, we can use any money in any of your accounts with us to repay or reduce the amount you owe us. This is called our right of set-off.
- 9.9 Set-off applies to accounts and debts you hold with someone else too. Our right of set-off applies to:
  - money in an account which is in your sole name to pay a debt that only you owe, or you owe jointly with someone else; and
  - money in an account which is a joint account to pay a debt only you owe, a debt one or more of the other account holders owes, or a debt you owe jointly with one or more of the other account holders.

## Responsibility for borrowing on accounts held jointly with other persons

- 9.10 If you're a partnership or unincorporated association, you agree that we can provide the information about the overdraft, such as the facility letter, to any of the persons or members of the association named on the account, or where appropriate, an authorised user. We'll treat the partnership, or all the members of the association as having agreed to the overdraft.
- 9.11 If you're a partnership or an unincorporated association (such as a club, charity), each person or entity named on the account will be jointly and individually responsible for any amount you owe us under the agreement. This means that we can ask all or just one of you to repay the full amount of any money you owe us and not just a share.
- 9.12 We can also accept partial payment from one of you, but this doesn't mean we agree that the other(s) don't owe us the rest of the money. This is technically called 'joint and individual liability'.
- 9.13 The authorised signatories and or authorised persons to a limited company's or limited liability partnership's account are not directly and personally responsible for money owed to us unless we have a separate agreement with them.



### Section 3

# Account Management



# 10. What happens when something goes wrong?

- 10.1 If you've given us the wrong account details when making a payment (a misdirected payment) you won't be entitled to a refund by law, and we won't be responsible for any loss you suffer, but we'll make reasonable efforts to help you get the money back.
- 10.2 You can ask us to contact the bank that received your payment to try to recover the money. However, we may charge a fee for tracing, recalling or cancelling a payment (you'll find details in our Standard Service Tariff available on our website).
- 10.3 If, following a misdirected payment, we can't get the money back then you can send us a written request to provide all the information we're allowed to by law, in order to help you claim repayment of the money yourself.
- 10.4 If you've been tricked or persuaded into thinking you were making a genuine payment to someone else, or that you were making a payment for a genuine reason, but it turned out to be fraud or a scam.
- 10.5 If you are a Small Business Customer we'll reimburse you in full, up to the maximum claim amount required by law. Unless we need further information from you to investigate the claim, we will pay the reimbursement amount into your account within 5 Working Days of the claim being made.



- However, you may not get a refund if you have acted very carelessly or not met the standard of care expected of you. For example:
  - you ignored us, the police or another appropriate authority when it was explained to you that you may be a victim of fraud;
  - you became aware that you may have been victim to a scam or fraud and did not report this to us promptly;
  - you have not responded to any reasonable and proportionate requests for information we have made to you to help us investigate a potential scam or fraud; and
  - you have refused to allow us to report a potential scam to the police or have refused report the matter to another suitable authority
- 10.7 You may not be refunded if you don't tell us within 13 months after the date of the final payment out of your account, that you think you may have been a victim to a scam or fraud.
- 10.8 We can take back any reimbursed amount (after giving you reasonable notice) if we later discover or have good reason to believe you acted fraudulently when making the claim.
- 10.9 If you're a Large Corporate Business Customer, we'll look into the matter for you and try to recover the money. However, if this isn't possible, we may not be able to give you a refund.

#### If a payment you instructed us to make has gone wrong

#### 10.10 Because:

- we've failed to make the payment, so the recipient hasn't received the money;
- we've sent the payment to the wrong account;
- we've made the payment late, or
- we've made the payment for the wrong amount.

How we'll deal with unexecuted, defective or late payments, and our liability to you, depends on what type of customer you are.

10.11 We'll look into this for you and try to recover the money. However, if this isn't possible, we may not be able to give you a refund.

#### If you're a Small Business Customer or Small Charity:

- 10.12 If we send a payment to the wrong account or fail to send the payment at all, we'll refund the amount to you required:
  - i. If we send it to the wrong account, we'll refund you and return your account to the same position as if the transaction hadn't happened. We'll do this as soon as possible which may be by the end of the next working day. If we've somehow paid too much, then we'll refund you the difference. This puts your account back to the position as if the overpayment wasn't made.
  - ii. If a payment fails to be processed we'll ensure the funds remain in your account.
- 10.13 We'll also be liable to you for any interest or charges you have to pay as consequence of us not making the payment, making it incorrectly or late.
- 10.14 If a payment you have asked us to make is late arriving and the payment is:
  - in the UK, or
  - in Euros to a recipient with a bank account in the EEA which is made via a recognised payment system which operates across Europe and the UK, we'll contact the recipient's bank and ask them to treat the payment as if it had arrived on time.

#### 10.15 We won't make a refund if:

- you don't tell us about the incorrect, defective or late payment within 13 months; or
- we can show that the payment was actually received by the recipient's bank on time (in which case they are liable for ensuring the payment is credited to the recipient's account on time).

#### If you're a Large Corporate Business Customer:

10.16 We won't give you a refund, but we'll do what we can to trace the payment and tell you what happened. We may charge a fee for tracing and recovering the payment, you'll find details in our Standard Service Tariff available on our website.

## If money has been taken from your account that you did not authorise

- 10.17 These are payments made from your account that you, an authorised user, (or someone you normally authorise to make payments from your account such as a payment initiation servicer provider) didn't instruct us to make or authorise.
- 10.18 If an unauthorised payment happens, we'll refund the full amount to your account. This will be before the end of the working day after you told us. We'll return your account back to the point as if the unauthorised payment hadn't happened. We won't refund where we have reasonable grounds to suspect you've acted unlawfully. There are also other circumstances when we won't make a refund, depending on the type of customer you are.

# If you're a sole trader, unincorporated association or a partnership of not more than three persons who are not all incorporated bodies:

10.19 If you meet the criteria in the heading above and the payment is made out of your overdraft, then the 13-month timescale in 10.20 below, to tell us about the unauthorised payment won't apply. We'll also ignore whether or not you've been careless in keeping your security details safe when deciding whether to give you a refund. We won't refund you if the unauthorised payment was taken by someone that you've deliberately given your security details to.

#### If you're a Small Business Customer or Small Charity:

#### 10.20 We won't make a refund if:

- we know you've been grossly negligent (acted with a very significant degree of carelessness) by failing to keep your security details safe, or
- you don't tell us within 13 months after the unauthorised payment was made.

#### 10.21 We can take back refunds (after giving you reasonable notice) if:

- we later discover or have good reason to believe you acted fraudulently; or
- we discover that the payment was made because you intentionally or with gross negligence failed to keep your security details safe (e.g. you knowingly gave your PIN or password to someone else).

#### **10.22** We'll be responsible (unless you've acted fraudulently):

- after you've told us that your security details have been lost or stolen or misused;
- if we haven't provided a number for you to call to tell us that your security details have been lost or stolen; or
- if we haven't applied procedures that we're legally required to use to check that a payment has been authorised by you.

#### If you're a Large Corporate Business Customer:

#### 10.23 We won't refund you if:

- your security details were lost or stolen because you or your authorised user failed to keep them safe or take reasonable steps to prevent misuse; or
- you don't tell us within 13 months after the unauthorised payment was made.
- 10.24 We can take back refunds (after giving you reasonable notice) if it was made because you failed to keep your security details safe or take reasonable steps to prevent misuse.
- 10.25 We'll be responsible (unless you've acted fraudulently) after you've told us that your card or Security Details have been lost or stolen.

## If you've been charged more than you expected for a transaction

10.26 Sometimes services (e.g. car hire or hotel rooms etc.) can cost more than you were expecting. In these cases you won't know how much the payment is going to be. You can still make this payment by agreeing that service can take the money out of your account.

#### If you're a Small Business Customer or Small Charity:

- 10.27 If this happens, you can ask us for a refund, and we'll investigate your claim and ask for any additional information we need. We may refund you, if you requested the refund within 8 weeks of the date the payment was taken from your account, and if all the following conditions apply:
  - the payment was made in the UK, or a Euro payment was processed by a payment provider in the EEA using a payment system operating across Europe and the UK;
  - you didn't authorise the exact payment amount;
  - the amount of the payment is more than you could reasonably have expected to pay, based on the circumstances, including your previous spending patterns.

- We'll refund you within 10 working days of your request or from when we receive any information we've asked for. If we can't refund you, we'll tell you why. You won't be entitled to a refund if you gave us your authorisation for the payment directly, and details of the amount of the transaction were provided or made available to you, at least 4 weeks before the payment was made.
- 10.29 If you allow payments to be made from your account using the UK Direct Debit Scheme, the Direct Debit Guarantee (which you'll be given on the Direct Debit form or Direct Debit confirmation) will apply instead of the terms above. If you have a dispute with someone who has collected Direct Debits from your account, you'll need to take it up with the person or company taking the money.

#### If you're a Large Corporate Business Customer:

10.30 You won't be entitled to a refund where you've been charged more than expected for a transaction.

#### If we credit a payment to your account late

#### If you're a Small Business Customer or Small Charity:

10.31 If we receive a payment from another bank and it is credited to your account later than it should have been, we'll immediately credit your account with the right amount and adjust your balance as if the payment had arrived on time and make the money available to you.

#### If you're a Large Corporate Business Customer:

10.32 When we credit payments to your account late, your account balance won't be adjusted as if we credited the payment on time.

#### **Unauthorised cheques**

10.33 If you tell us that you didn't authorise a cheque payment, before giving the money back we may look into your claim. If we agree with what you told us, we'll refund the amount due within a reasonable period of time. This will include any charges or interest you paid because of the unauthorised payment, and any interest we would have paid to you on the money.

#### When aren't we responsible for things that go wrong?

- 10.34 We won't be liable for any losses you may suffer if we cannot perform our obligations under this agreement due to:
  - you giving us incorrect information about the payee (such as giving us the wrong account number) when making a payment from your account;
  - any legal or regulatory requirements;
  - if you have acted fraudulently;
  - our failure or delay in making a payment was due to abnormal or unforeseeable circumstances which are outside our (or our agents' and or subcontractors') control. This could be for reasons such as industrial disputes or a major problem with a payment system, or other things not listed here. The consequences of these things would be unavoidable despite our reasonable efforts.

- 10.35 Under this agreement, if you've suffered any loss or damage as a result of something we've done, or didn't do we will not be liable to you in respect of any claim for loss of business, loss of goodwill, loss of opportunity or loss of profit or other indirect or consequential losses such as loss of data or losses resulting from third party claims.
- 10.36 We sometimes use people or companies outside of Unity Trust Bank to help us provide our services to you. If we can't provide a service because of their technical failure, we'll try and provide an alternative service for you. You'll need to use any alternative we provide in accordance with this agreement.

#### Complaints and the protection you have

10.37 If you're not satisfied with our service, we want to know so we can put things right and improve our services. You can contact us to make a complaint in writing, by email or phone.

Details of how we will deal with your complaint are available on our website at **www.unity.co.uk/complaints** or from our UK based customer services team known as Unity Experience Team on **0345 140 1000** or **us@unity.co.uk.** 



10.38 If we don't resolve your complaint internally to your satisfaction and you're eligible, you may be able to refer it to the Financial Ombudsman Service (FOS). Details about their service and how to refer a complaint to them can be found on their website at: www.financial-ombudsman.org.uk/

# 11. Closing your account, ending a service, or leaving Unity Trust Bank

11.1 You can close your account or end this agreement by telling us at any time. You won't be able to use your account, or any services linked to it anymore, and you must repay all amounts you owe us under this agreement, such as any charges. Any Additional Terms and Conditions applicable to your account will set out any other consequences, such as losing interest if you close a fixed rate account early.

#### If you change your mind

- If after you have opened the account you decide you don't want it, you can close your account and have your money returned, as well as any account fees you've paid, and any interest you've earned, provided that you tell us that you want to close the account within 14 days of, the later of: the date that you opened the account; or the date when you received these General Terms and Conditions. If you cancel or switch your account after this timescale then you won't be refunded any account fees.
- 11.3 If you have a fixed rate on your account or the rate depends on market changes outside of our control, the 14-day cancellation right does not apply.

#### **Using the Current Account Switch Service**

11.4 You can switch your account by using the Current Account Switch Service, which is a service operated jointly by the main banks to make it easier to move your account from one to another. If you decide to switch away from us by using the service, the bank you're switching to should give you information on what will happen.

#### When we can close an account or end a service

- 11.5 We can close your account and end this agreement (unless your account is for a fixed term) or stop providing services by giving you at least two months' notice. Any benefit or services linked to your account will stop at the same time.
- 11.6 We can close your account and end this agreement, or stop providing any services (such as Online Banking) immediately and without notice if:
  - you've seriously or persistently broken any terms of this agreement, or any other agreement you have with us;
  - you've carried out (or we reasonably suspect you have carried out) fraudulent or other illegal activity;
  - we reasonably consider that by continuing with this agreement we might break a law, regulation, code or other duty that applies to us;
  - we reasonably believe that we might be exposed to action from any government, regulator or law enforcement agency, or damage our reputation;
  - there's been a breach of security or misuse of your account, security details or payment device;
  - you've given us false information at any time;
  - you weren't entitled to open your account or use the service, or are no longer entitled to have the account or service;
  - you haven't provided us with information we've requested about your identity or tax liability;
  - you use (or allow someone else to use) or we reasonably suspect you are using your account illegally or for criminal activity (including receiving proceeds of crime into your account); or
  - you behave in a discriminatory, threatening or abusive manner to our staff.

11.7 We may also close your account and end this agreement or stop providing services immediately and without notice if we reasonably believe that you are or someone connected to you is, or is likely to be, unable to pay debts when they become due.

#### We can also do this if:

- you or a third party have taken any steps to wind up your business, put it into administration or any other insolvency process;
- you enter into any voluntary arrangement with any of your creditors;
- you enter into any agreement with any of your creditors to defer or reduce the amounts due and payable to them;
- anyone tries to enforce security granted by you;
- any of your creditors commences a legal process to enforce sums owed by you;
- any of your director(s) or partner(s) have been disqualified, or something has happened that means a court could decide to disqualify them.
- 11.8 If you have an arranged overdraft facility with us, we can end that facility in accordance with the facility letter which we gave you at the time and we may suspend your right to make payments that would leave your account overdrawn.
- 11.9 If you break our agreement and it creates costs for us, we can claim those costs from you. This could include the costs of tracing you, and taking steps to deal with the issue, appointing third parties to act on our behalf and enforcing the payment of any money you owe us (for example, repaying an overdraft, as well as any charges for our services you haven't yet paid).

#### If you stop using your account

11.10 We will mark your account as inactive if you stop using your account for an extended period. If this happens, we may restrict payments in or out of your account to protect against fraud and you'll need to call us if you wish to reactivate your account (e.g. to make a payment).

#### What happens when accounts are closed?

- 11.11 We won't close your account until you've repaid any money you owe us. This includes any payments you've already made but have not been taken out of your account.
- 11.12 Any benefit or services we've provided to you in relation to specific accounts will end as soon as your account is closed. You'll continue to be liable for any outstanding liabilities under this agreement which relate to the period before it ended.
- 11.13 You'll be responsible for cancelling any payments to or from your account and you must not write any more cheques and securely destroy any unused ones.



### Section 4

# Privacy & Third Parties



# 12. Using third party providers

- 12.1 You may want to use a Third-Party Provider (TPP) providing services that enables you to:
  - see your accounts with different providers in one place (these are 'Account Information Services Providers' (AISP)); and / or
  - to make payments to and from those accounts (these are 'Payment Initiation Services Providers' (PISP)).

If you want to use a TPP for these purposes, this agreement between us still applies.

- 12.2 A TPP should not ask you for your Unity Online Banking security details in order to provide their services. You should not share your security details with any third party. If you do, we won't be responsible for any losses you suffer as a result of misuse or disclosure of information about your account by that third party.
- 12.3 We'll treat any request from a TPP to see information about your accounts and to make payments as permitted by you, where either you or your authorised user has supplied us with your correct security information. We'll also assume that you consent to access being granted as frequently as the AISP requests it.
- 12.4 We may refuse to allow a TPP to access your account if we're concerned that the TPP is unauthorised or acting fraudulently. We'll usually let you know about this as soon as we can, unless it would be unlawful or for security reasons. We'll allow access again once the reason for refusing access no longer exists.
- 12.5 If you think a payment made through a PISP was unauthorised or incorrect you must call us as soon as you can.
- 12.6 If you ask a PISP to request a payment and they don't do this; we won't be responsible for your payment not being made. Once a payment has been initiated using a PISP you can't cancel it.

# 13. How we use and share information about you

We take data protection and privacy very seriously. Our Data Privacy Notice describes how we collect your information, how we use it and why.

We change our Data Privacy Notice occasionally to keep it up to date. To view our current notice go to our website **www.unity.co.uk/privacy-notice** or ask us for a copy.



#### Closing your account

13.2 If you close your account, we can still use your data if we have lawful grounds to do so, such as keeping records for regulatory purposes. In certain circumstances, we'll continue to collect information about you from credit reference agencies after your account is closed. We only hold personal data for as long as it is needed.



Unity Trust Bank plc ('the Bank') is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Bank is entered in the Financial Services Register number 204570. Our call centre opening hours are 9:00am to 5:00pm, Monday to Friday, excluding bank and public holidays in England or Scotland. Registered office: Four Brindleyplace, Birmingham, B1 2JB. Registered in England and Wales no. 1713124.

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