

# Business Banking

## General Terms and Conditions and Important Information

### Current Accounts and Savings Accounts

**Applicable to all accounts from 10 December 2020.**

This document includes:

#### **Part 1**

- Our Terms of Business and Data Protection Statement

#### **Part 2**

- **Section A:** General Terms and Conditions (applicable to all accounts)
- **Section B1:** Current Account Terms and Conditions
- **Section B2:** Savings Account Terms and Conditions
- **Section B3:** Current Account Switch Agreement – Service Conditions

**Please read and keep for future reference**

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# PART 1 – OUR TERMS OF BUSINESS AND DATA PROTECTION STATEMENT

## Terms of Business

### Non-advised

For the majority of our products we only provide you with information, not advice, to help you decide if a product is right for you. On products where we do provide advice, we will make this clear to you. Some products are only available via specific channels (e.g. internet only).

### Put simply

We will provide you with a 'non-advised' service, which means we will give you information to help you make your decision.

### Regulated

We are authorised and regulated by the Prudential Regulation Authority (PRA) and also regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 106054. You can check this on the Financial Services Register by visiting the FCA's website <http://www.fca.org.uk/register>. We are a member of the Financial Services Compensation Scheme (FSCS) – ask for a leaflet in branch for more information. We adhere to the Standards of Lending Practice which are monitored and enforced by the LSB: [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk)

### Put simply

We are authorised and regulated by the Prudential Regulation Authority and also regulated by the Financial Conduct Authority. We are also a member of the Financial Services Compensation Scheme (FSCS).

### Confidentiality

We treat any information you give us confidentially. On joint applications your information may be shared with the other applicant and you must have their permission to provide their information. We may share the information with other companies in the Santander Group, our associated companies and with our service providers and agents, some of whom may be in other countries. We may do this so they can manage your account and to help us develop and improve our products and services. We will ensure your information is used in line with our own strict confidentiality policies and as required under UK data protection legislation. Information may be shared with our regulators for regulatory purposes. We may use the information to provide you with products and services and for marketing purposes. If you don't want to receive marketing information, just tell us. If we decide to send you marketing about a credit product, we'll check your details at the credit reference agencies to see if it is appropriate to send you the marketing, but a record of this will not be seen by other lenders searching your file. You have a number of rights under data protection legislation. For more information on these ask for a copy of the 'Using My Personal Data' booklet.

### Put simply

The information you give us is treated confidentially, in line with data protection legislation. For more information on your rights you can ask us for a copy of the 'Using My Personal Data' booklet.

### Credit and other checks

If you apply for a credit / loan product we will perform a "credit search", where we check details of your credit history with certain credit reference agencies, who will keep a record of that search (including details about your application with us, whether or not it is successful). For a short period of time this can affect your ability to get credit elsewhere. If the results indicate that the credit product that you are seeking would not be suitable, your application may be declined and we will tell you. If your application is accepted we may file details about you and how you manage your account at credit reference agencies. If you are applying for credit with another person (such as with a business partner), a financial link between the two of you will be created at the credit reference agency. For more information, a leaflet called "Your application and credit scoring" is available on request. For all applications we will need to carry out some checks, including fraud checks and checking your identity. We'll check your details with fraud prevention and credit reference agencies to check your identity and application details, prevent and investigate crime, trace and recover debt, check insurance claims and for analysis and testing.

### Put simply

If you apply for a credit product, we will carry out a credit search to make a decision on your application and this will be recorded on your credit file. Records will be linked together on joint applications.

### Making a complaint

We're sorry if we haven't provided you with the service you expect. By telling us about it we can put things right for you and make improvements. We want to sort things out for you as soon as we can. The easiest and quickest way is by talking to us about your concern.



Please call our dedicated complaints team on **0800 171 2171**.



Alternatively, you can contact us:



in person, by visiting any Santander branch.



at **santander.co.uk**, by logging on to your online banking and using our secure messaging service.

in writing to: Complaints, Santander UK plc, PO Box 1125, Bradford, BD1 9PG.

More information on how we handle complaints is detailed within our 'Talk to us about your complaint' leaflet.

If for any reason you're unhappy with the service we've provided then please contact our dedicated complaints department on 0800 171 2171. We'll aim to provide you with a decision as quickly as we can. Our complaints leaflet is available upon request and contains further information on our complaints process, including the handling timescales. This information is also available on our website at [santander.co.uk](http://santander.co.uk). You may also be able to refer your complaint to the Financial Ombudsman Service. Details of how to complain to the Financial Ombudsman Service are available at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## DATA PROTECTION STATEMENT

### Introduction

The Data Protection Statement sets out how we'll use your personal data.

Your personal data is data which by itself or with other data available to us can be used to identify you. We are Santander UK plc, the data controller. This data protection statement sets out how we'll use your personal data. You can contact our Data Protection Officer (DPO) at 201 Grafton Gate East, Milton Keynes, MK9 1AN if you have any questions.

### The types of personal data we collect and use

Whether or not you become a customer, we'll use your personal data for the reasons set out below and if you become a customer we'll use it to manage the account, policy or service you've applied for. We'll collect most of this **directly** during the application journey. The sources of personal data collected **indirectly** are mentioned in this statement. The personal data we use may be about you as a personal or business customer (if you are one) and may include:

- Full name and personal details including contact information (e.g. home and business address and address history, email address, home, business and mobile telephone numbers);
- Date of birth and/or age (e.g. to make sure that you're eligible to apply);
- Financial details (e.g. salary and details of other income, and details of accounts held with other providers);
- Records of products and services you've obtained or applied for, how you use them and the relevant technology used to access or manage them (e.g. mobile phone location data, IP address, MAC address);
- Biometric data (e.g. fingerprints and voice recordings for TouchID and voice recognition);
- Information from credit reference or fraud prevention agencies, electoral roll, court records of debt judgements and bankruptcies and other publicly available sources as well as information on any financial associates you may have;
- Family, lifestyle or social circumstances if relevant to the product or service (e.g. the number of dependants you have);
- Education and employment details/employment status for credit and fraud prevention purposes; and
- Personal data about other named applicants. You must have their authority to provide their personal data to us and share this data protection statement with them beforehand together with details of what you've agreed on their behalf. When applying for a credit card you must have permission to give information about any third party named on the application form.

### Providing your personal data

We'll tell you if providing some personal data is optional, including if we ask for your consent to process it. In all other cases you must provide your personal data so we can process your application.

### Monitoring of communications

Subject to applicable laws, we'll monitor and record your calls, emails, text messages, social media messages and other communications in relation to your dealings with us. We'll do this for regulatory compliance, self-regulatory practices, crime prevention and detection, to protect the security of our communications systems and procedures, to check for obscene or profane content, for quality control and staff training, and when we need to see a record of what's been said. We may also monitor

activities on your account where necessary for these reasons and this is justified by our legitimate interests or our legal obligations.

### Using your personal data: the legal basis and purposes

We'll process your personal data:

1. As necessary **to perform our contract with you** for the relevant account, policy or service:
  - a) To take steps at your request prior to entering into it;
  - b) To decide whether to enter into it;
  - c) To manage and perform that contract;
  - d) To update our records; and
  - e) To trace your whereabouts to contact you about your account and recovering debt.
2. As necessary for **our own legitimate interests** or those of other persons and organisations, e.g.:
  - a) For good governance, accounting, and managing and auditing our business operations;
  - b) To search at credit reference agencies at your home and business address (if you are a business customer) if you're over 18 and apply for credit;
  - c) To monitor emails, calls, other communications, and activities on your account;
  - d) For market research, analysis and developing statistics; and
  - e) To send you marketing communications and for marketing to you in-branch, including automated decision making relating to this.
3. As necessary to **comply with a legal obligation**, e.g.:
  - a) When you exercise your rights under data protection law and make requests;
  - b) For compliance with legal and regulatory requirements and related disclosures;
  - c) For establishment and defence of legal rights;
  - d) For activities relating to the prevention, detection and investigation of crime;
  - e) To verify your identity, make credit, fraud prevention and anti-money laundering checks; and
  - f) To monitor emails, calls, other communications, and activities on your account.
4. Based on **your consent**, e.g.:
  - a) When you request us to disclose your personal data to other people or organisations such as a company handling a claim on your behalf, or otherwise agree to disclosures;
  - b) When we process any special categories of personal data about you at your request (e.g. your racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning your health, sex life or sexual orientation); and
  - c) To send you marketing communications where we've asked for your consent to do so.

You're free at any time to change your mind and withdraw your consent. The consequence might be that we can't do certain things for you.

## Sharing of your personal data

Subject to applicable data protection law we may share your personal data with:

- The Santander group of companies\* and associated companies in which we have shareholdings;
- Sub-contractors and other persons who help us provide our products and services;
- Companies and other persons providing services to us;
- Our legal and other professional advisors, including our auditors;
- Fraud prevention agencies, credit reference agencies, and debt collection agencies when we open your account and periodically during your account or service management;
- Other organisations who use shared databases for income verification and affordability checks and to manage/collect arrears;
- Government bodies and agencies in the UK and overseas (e.g. HMRC who may in turn share it with relevant overseas tax authorities and with regulators e.g. the Prudential Regulation Authority, the Financial Conduct Authority, the Information Commissioner's Office);
- Courts, to comply with legal requirements, and for the administration of justice;
- In an emergency or to otherwise protect your vital interests;
- To protect the security or integrity of our business operations;
- To other parties connected with your account e.g. guarantors and other people named on the application who will see your transactions;
- When we restructure or sell our business or its assets or have a merger or re-organisation;
- Market research organisations who help to improve our products or services;
- Payment systems (e.g. Visa or Mastercard) if we issue cards linked to your account, your account is linked to a card on another current account, or as a result of a transfer to another account you receive a card. The Payment systems may transfer your personal data to others as necessary to operate your account and for regulatory purposes, to process transactions, resolve disputes and for statistical purposes, including sending your personal data overseas; and
- Anyone else where we have your consent or as required by law.

## International transfers

Your personal data may be transferred outside the UK and the European Economic Area. While some countries have adequate protections for personal data under applicable laws, in other countries steps will be necessary to ensure appropriate safeguards apply to it. These include imposing contractual obligations of adequacy or requiring the recipient to subscribe or be certified with an 'international framework' of protection. Further details can be found in the 'Using My Personal Data' booklet.

## International Corridors

Where you may have international business needs, we will share information relating to your company, products and accounts, including transactional information, with Banco Santander S.A., Santander group companies and other partner banks who may be based in other countries, to better support the international operations of your

company and decide whether to offer your company other products and services. For more information on who those other Santander group companies or other partner banks are, you can contact your Relationship Team or call 0800 731 6666. The data shared will include information on your company's financial position, its auditable accounts, its directors and shareholders and any information held about the company by Santander, such as information about transactions carried out on your accounts with Santander and information regarding any other products and services that you receive from us. We will do this on the basis of our legitimate interests. **If you do not want us to share your data in this manner you can speak to us.** Unless you have agreed otherwise, if we believe you may have international business needs we will check whether you have accounts held with other Santander group companies. If there are products or services that we or our group of companies or partner banks think may meet your needs we may tell you about these. You can amend your marketing preferences at any time by contacting us.

## Identity verification and fraud prevention checks

The personal data we've collected from you at application or at any stage will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment in future. We may also search and use our internal records for these purposes. Further details on how your personal data will be used by us and these fraud prevention agencies, and your data protection rights, can be found in the 'Using My Personal Data' booklet.

## Credit reference checks

If you've applied for a credit product then in order to process your application, we'll perform credit and identity checks on you at your home and business address (if you are a business customer) with one or more credit reference agencies. To do this we'll supply your personal data to the credit reference agencies and they'll give us information about you. When we carry out a search at the credit reference agencies they'll place a footprint on your credit file. A credit search may either be: a) a quotation search where a soft footprint is left. This has no effect on your credit score, and lenders are unable to see this; or b) a hard footprint where you've agreed/requested Santander to proceed with your application for credit. This footprint will be viewable by other lenders and may affect your ability to get credit elsewhere. We'll also continue to exchange information about you with credit reference agencies while you have a relationship with us. The credit reference agencies may in turn share your personal information with other organisations. The personal data shared with the credit reference agencies will relate to you and your business (if you are a business customer). Details about your application (whether or not it's successful) will be recorded and we'll give details of your accounts and how you manage them to credit reference agencies. We will use this personal data to manage your account, including any future increase in your credit limit and card limit, and to determine the interest rate payable and the way interest on the account is charged or calculated if you apply for a credit card. If you do not repay any debt in full or on time, they'll record the outstanding debt and supply this information to others performing similar checks, to trace your whereabouts and to recover debts that you owe. Records remain on file for 6 years after they are closed, whether settled by you or defaulted. A financial association link between joint applicants will be created at the credit reference agencies. This will link your financial records and will be taken into account in all future applications by either or both

of you until either of you apply for a notice of disassociation with the credit reference agencies. Very occasionally, if we have insufficient information about you and you apply for a credit card, we may use the information about other members of your family.

If you're a business customer and you're a director, we will seek confirmation from the credit reference agencies that the residential address that you provide is the same as that shown on the restricted register of directors' usual addresses at Companies House.

The identities of the credit reference agencies, and the ways in which they use and share personal information is explained in more detail in the 'Using My Personal Data' booklet, or via the Credit Reference Agency Information Notice (CRAIN) document which can be accessed via any of the following links:

- [experian.co.uk/crain](http://experian.co.uk/crain)
- [equifax.co.uk/crain](http://equifax.co.uk/crain)
- [transunion.co.uk/crain](http://transunion.co.uk/crain)

### Your marketing preferences and related searches

We'll use your home address, phone numbers, email address and social media (e.g. Facebook, Google and message facilities in other platforms) to contact you according to your preferences. You can change your preferences or unsubscribe at any time by contacting us. In the case of social media messages you can manage your social media preferences via that social media platform. We may search the files at credit reference agencies before sending marketing communications or doing marketing in-branch to you about credit. The credit reference agencies don't record this particular search or show it to other lenders and it won't affect your credit rating. We do this as part of our responsible lending obligations which is within our legitimate interests.

If you have previously told us that you don't want information on other products and services or to be included in market research, we'll continue to respect your wishes. If you now wish to change your marketing preferences you can contact us on 0800 731 6666\*\*

### Automated decision making and processing

Automated decision making involves processing your personal data without human intervention to evaluate your personal situation such as your economic position, personal preferences, interests or behaviour, for instance in relation to transactions on your accounts, your payments to other providers, and triggers and events such as account opening anniversaries and maturity dates. We may do this to decide what marketing communications and marketing in-branch is suitable for you, to analyse statistics and assess lending and insurance risks. All this activity is on the basis of our legitimate interests, to protect our business, and to develop and improve our products and services, except as follows; when we carry out automated decision making including profiling activity to assess lending and insurance risks, this will be performed on the basis of it being necessary to perform the contract with you or to take steps to enter into that contract. Further details can be found in the 'Using My Personal Data' booklet.

### Other information about you if you are a business customer

We may also hold all the information you give to us (i.e. name, address, date of birth, nationality) in order to undertake periodic due diligence checks which banks are required to undertake to comply with UK legislation.

### Criteria used to determine retention periods (whether or not you become a customer)

The following criteria are used to determine data retention periods for your personal data:

- **Retention in case of queries.** We'll retain your personal data as long as necessary to deal with your queries (e.g. if your application is unsuccessful);
- **Retention in case of claims.** We'll retain your personal data for as long as you might legally bring claims against us; and
- **Retention in accordance with legal and regulatory requirements.** We'll retain your personal data after your account, policy or service has been closed or has otherwise come to an end based on our legal and regulatory requirements.

### Your rights under applicable data protection law

Your rights are as follows (noting that these rights don't apply in all circumstances):

- The **right to be informed** about our processing of your personal data;
- The right to have your personal data **corrected if it's inaccurate** and to have **incomplete personal data completed**;
- The right **to object** to processing of your personal data;
- The right **to restrict processing** of your personal data;
- The right **to have your personal data erased** (the 'right to be forgotten');
- The right **to request access** to your personal data and information about how we process it;
- The right **to move, copy or transfer your personal data** ('data portability'); and
- Rights in relation to **automated decision making** including profiling.

You have the right to complain to the Information Commissioner's Office. It has enforcement powers and can investigate compliance with data protection law: [ico.org.uk](http://ico.org.uk).

For more details on all the above you can contact our DPO or request the 'Using My Personal Data' booklet by asking for a copy in branch or online at [santander.co.uk](http://santander.co.uk).

### Data anonymisation and aggregation

Your personal data may be converted into statistical or aggregated data which can't be used to identify you, then used to produce statistical research and reports. This aggregated data may be shared and used in all the ways described above.

### \*Group companies

For more information on the Santander group companies, please see the 'Using My Personal Data' booklet.

\*\*Calls may be recorded and monitored

## PART 2 – GENERAL TERMS AND CONDITIONS

### Introduction

These General Terms and Conditions are split into two sections:

- Section A of these General Terms and Conditions applies to all accounts.
- Section B of these General Terms and Conditions applies to different types of accounts.

If any conditions in Section A differ from those in Section B then the relevant condition in Section B applies.

In addition, Specific Conditions may also apply to your account and these will be set out in a separate document (called a Key Facts Document) which will be given to you before you open the account. If a Specific Condition differs from these General Terms and Conditions, the Specific Condition is the one that applies.

These General Terms and Conditions, together with the Specific Conditions in the Key Facts Document (or any document that replaces the Key Facts Document), make up your agreement with us.

You can request a copy of these General Terms and Conditions and the Key Facts Document at any time by contacting a branch or our telephone banking service. You can also find this information on our website.

The summary at the start of some of the conditions explains what that condition is about, but the summary does not form part of the conditions.

For details of how to operate your account, please refer to the Key Facts Document.

# Section A – General Terms and Conditions (applicable to all accounts)

## 1 Meaning of words

Summary: Certain words have a specific meaning throughout these Conditions. These words and their meaning are listed below.

Our accounts are categorised into two types: **Payment accounts** and **Non-payment accounts**. Generally an account will be a Payment account unless it has some form of restriction on how money can be paid in or out of that account. Examples of Payment accounts include current accounts and instant access savings accounts where money can be paid in and out with minimal restrictions. Examples of Non-payment accounts include fixed term bonds or accounts where you are charged a fee or lose interest payable if you make a withdrawal. All these Conditions apply to both Payment and Non-payment accounts unless stated otherwise.

**Account Administrators** mean any individuals named on the application form when the account was opened for the Account Holder. Some accounts may have restrictions on the number of Account Administrators: if this information is not set out in your Key Facts Document, please ask us for details using the contact details provided in these Conditions.

**Account Holder** means the sole trader, partnership, limited liability partnership, limited company, unincorporated body (e.g. clubs, societies, associations and charities) or other business entity which has entered into this agreement and whose account is authorised to be operated by an owner, partner, member, director or other officer of the business.

**Authorised Person** means someone you have requested and authorised to operate the account and/or to have access to information related to the account whether by the issue of a Card or otherwise.

**Card** means any card issued to you or to an Authorised Person at your request to enable that Authorised Person to operate the account and/or to have access to information related to the account. Depending on the type of card it can be used on your account in the following ways:

- a) to deposit cash;
- b) to withdraw cash;
- c) to pay for goods and services at retailers and suppliers who are able to accept the card; and/or
- d) any other way we notify you of.

**Card Transaction** means any use of your Card including a payment, transfer or cash withdrawal using your Card.

**Cut-off Time** means the time before which:

- a) cash and non-cash value items must be deposited at a Nominated Office in order to be credited that day to us, as notified to you by us from time to time; and
- b) Payment Instructions must be received in order for that day to be deemed the Day of Receipt.

**Day of Receipt** of a Payment Instruction is the Working Day on which you request the payment to be executed by us.

**Designated Client Account** means an account into which funds held by you on behalf of a named client are paid.

**Electronic Payments** are Faster Payments, CHAPS, International Payments (SWIFT and SEPA) and any other form

of electronic payment we may add in the future.

**Key Facts Document** or any replacement document is a document that details key information in relation to your specific product, including any Specific Conditions that apply.

**Mobile Banking** means the Santander banking app accessed via a mobile device.

**Nominated Office** means those offices nominated by us for use by you for the purposes of your account. This may include Post Office branches if access is provided with your account.

**Online Banking** means the Santander online banking portal accessed via the internet.

**Payment Details** means the details you need to give us to either pay money into your account or take money out of your account as set out in Conditions 6.1 and 8.3.1 in Section A.

**Payment Instruction** – depending on your particular type of account, you can instruct us to make a withdrawal or payment from your account by:

- a) a written instruction signed by you;
- b) using your Card, Card details or an electronic wallet or device on which your Card details have been stored;
- c) telephoning us using the contact details provided in these Conditions;
- d) setting up Electronic Payments, if you use Online Banking and instructing us to do so through our secure password protected website and following the online instructions; and/or
- e) giving us verbal instructions.

**Personal Security Details** means any personal details or security process that we ask you to use to confirm your identity or authorise a Payment Instruction to us. These may include a password, registration number, selected personal information or other security numbers, codes, User IDs or Personal Identification Numbers (PINs) that we give you (such as a one time passcode for Online Banking or mobile banking) or that you otherwise choose.

**RFI** means a financial institution which fulfils the definition of a Relevant Financial Institution within Article 2 of the Financial Services and Markets Act 2000 (Excluded Activities and Prohibitions) Order 2014.

**TPP** means a third party payment provider which is authorised to access information and make payments on online payment accounts operated by other providers (such as us and other banks, building societies and credit card issuers).

**Undesignated Client Account** means a single account into which funds held by you on behalf of one or more of your clients are paid.

**We/us/our** means Santander UK plc.

**Working Day** means any day other than a Saturday, a Sunday or English public holiday. The length of a Working Day for the purpose of making payments into or out of your account will depend on the payment Cut-off Times for the method used for making or depositing payments. The payment Cut-off Times will be different for branches, Online Banking, Mobile Banking and telephone banking.

**You/your** means the Account Holder.



## 2 To qualify for an account

**Summary: There are a number of requirements you must meet before you can open an account.**

- 2.1 You must permanently reside in the UK (excluding Channel Islands and Isle of Man) and you must retain a permanent residential address in the UK for the account to remain open. If you are a Crown employee serving overseas or are married to or in a civil partnership with a person who performs such duties, you must retain a permanent residential address in the UK for the account to remain open.
- 2.2 You must provide us with any evidence which we require to be satisfied of your identity. Details of identity requirements are available from our branches.
- 2.3 When you apply for your account, or subsequently, we will agree with you who will be an Authorised Person. The conditions set out in Condition 5 in Section A, referred to as the 'Authorised Person Conditions', shall be sent to each Authorised Person in so far as they relate to the banking services available to that Authorised Person. You must ensure that you and every Authorised Person complies with the Authorised Person Conditions. References to 'you' in the Authorised Person Conditions refer to Authorised Persons as well as the Account Holder unless it is clear from the context that 'you' means the Account Holder only.
- 2.4 You must promptly notify us as soon as reasonably practicable if you are, become or intend to become an RFI.
- 2.5 Your account must be used solely for business purposes and not for any personal use.

## 3 Partnership accounts

- 3.1 All partners will be liable (individually and together) for any money due to us.
- 3.2 Each Card, PIN and Personal Security Details are personal to the individual partner. Each partner must not let the other partner(s) use them. Where we send statements, we will only send one statement unless you tell us in writing that you require more than one partner to receive a copy of each statement. Where we make statements available, we will make them available to all partners.
- 3.3 You must notify us immediately if there is any change in the constitution of the partnership.
- 3.4 Notice to close the account under Condition 19 in Section A can be given by any partner or by the executors, personal representatives or trustees of a deceased or outgoing partner. However, if you have chosen for all partners to sign on the account, all partners must give the notice under Condition 19 in Section A.
- 3.5 If a partner ceases to be a member of the partnership, including as a result of death, we will treat the other partners as having full power to carry on the partnership business and they can continue to operate the account unless we receive written notice to the contrary.  
  
The account won't be considered part of the deceased person's estate. Notice can be given by any partner or by the executors, personal representatives or trustees of the outgoing or deceased partner. If only one partner remains, we may block the account until you have appointed a second partner. If you do not wish to appoint a second partner, you should open a new account for sole traders, into which we can transfer the funds.
- 3.6 If there is a dispute between the members of a partnership, the account shall continue to operate in accordance with the operating instructions provided to us, until such time as we are notified differently. Your right to operate your account is conditional upon us not receiving any notice of dispute between any of you. If one of you tells us of a dispute between you, we may treat this as notice of cancellation of the authority by all of you to operate the account on your own, in which case:

- a) any new instruction on your account (including Payment Instructions for new standing orders or Direct Debits) will need the authority of all of you;
- b) we may suspend certain services on your account including Online Banking;
- c) we may require the return of any Card used on the account. Until all the Cards are returned, all transactions (including those carried out via self-service machines) will continue to be deducted from the account; and
- d) you will remain liable to us individually and jointly for your account.

## 4 Limited liability partnership and limited company accounts

You will notify us immediately if:

- 4.1 a) there is any change, by way of resignation, removal, appointment or death, of:
  - the directors/members, company secretary (if any) or any other officers; or
  - any authorised signatories on your account; or
- b) the limited liability partnership or limited company is dissolved either on a voluntary or involuntary basis.
- 4.2 To notify us of any changes under Condition 4.1 in Section A, a 'Change of Details' form will need to be completed and returned to us. This is available on our website or by telephoning us using the contact details provided in these Conditions.
- 4.3 If there is a dispute between the authorised signatories which we know about, we may insist that both or all of you authorise instructions to us.
- 4.4 The authorised signatories and/or Authorised Persons to a limited company's or limited liability partnership's account are not responsible for money owed to us unless we have a separate agreement with them.
- 4.5 In the event that the limited liability partnership or limited company is dissolved then you should stop using the account immediately and notify us by using the telephone contact details provided in these Conditions.

## 5 Authorised Persons and using your account

- 5.1 We may act on instructions given by any one Authorised Person unless you have previously told us not to, in writing. We may also issue separate Personal Security Details to every Authorised Person on the account. We will treat each nomination of an Authorised Person by you (or on your behalf) as your authorisation and consent to us to conduct payment transactions on the account from such Authorised Person. This means that one Authorised Person alone can withdraw the entire balance from your account. As long as an Authorised Person remains nominated by you, we may change or replace Personal Security Details where appropriate.
- 5.2 For security reasons, it is a condition of your account that we are satisfied of your identity (or the identity of any person requesting a transaction on your behalf). Accordingly, we may refuse to carry out or allow any transaction if we are not reasonably satisfied of:
  - a) the identity or authority of any person requesting the transaction; or
  - b) the lawfulness of the transaction.
- 5.3 **Issue and use of Cards**
- 5.3.1 When we issue you with a Card we will give you a PIN to use with your Card. This can be used as a means of identifying yourself, for example, when you buy goods or services with your Card. We may also ask you to choose additional Personal Security Details.

- 5.3.2 We may issue a Card to every person nominated by you to be an Authorised Person on the account. If you authorise the use of a debit card on your account, the cardholder can make payments using the Card, even if you have otherwise instructed us to only act on the instructions of more than one of you. As long as an Authorised Person remains nominated by you, we may issue renewal and replacement Cards where appropriate.
- 5.3.3 You must ensure that the Cards, fax, telephone banking, mobile banking or Online Banking services are not used in any way that is unlawful including, where applicable, any provisions in legislation relating to loans from companies to company directors.
- 5.3.4 Use of a Card includes use of the Card number and other Card details, for example to carry out a Card Transaction over the telephone or use of a representation of a Card in a digital wallet.
- 5.3.5 We are not liable if:
- a Card is not accepted to carry out a Card Transaction;
  - any authorisation is declined for a Card Transaction unless such declination occurs as a direct result of a mistake by us; or
  - any Personal Security Details are not accepted to carry out any fax, telephone banking, mobile banking or Online Banking transaction or function, unless such rejection occurs as a direct result of a mistake by us.
- 5.3.6 You must not use your Card to guarantee a cheque drawn on your current account.
- 5.3.7 You must not use your Card to obtain 'cash back' from a retailer.
- 5.3.8 You may only use your Card at retailers and suppliers who are able to accept the Card.
- 5.4 Authorisation, finality and refunds of debit card transactions**
- 5.4.1 This Condition 5.4 in Section A applies where you use your Card as a debit card to make purchases or other payments on your account.
- 5.4.2 We may be requested to authorise a purchase or other payment you make with your Card before it can be completed. If we do, your account balance will be reduced by the amount of the authorisation.
- 5.4.3 Once a Card Transaction has been carried out you cannot cancel it.
- 5.4.4 Where a retailer or other person you have paid with your Card gives you a refund, your account will be re-credited when we receive the refund.
- 5.4.5 If you do not recognise a Card Transaction which appears on your statement, we will give you more details if you ask us. In some cases, we will need you to give us confirmation that you have not authorised the transaction.
- 5.5 Ensuring your security and privacy when operating your account by Card, fax, telephone banking, mobile banking or Online Banking**
- 5.5.1 We take great care, by following regulatory requirements and good industry practice on system security, to ensure that only you can carry out transactions on your account when you operate it by Card, fax, telephone banking, mobile banking or Online Banking.
- 5.5.2 The security procedures may limit the amount that you may withdraw, pay or transfer from the account and may require withdrawals to be made by transfer to one or more previously agreed accounts.
- 5.5.3 We will give you at least 2 months' notice of any change to the security procedures or the limit referred to in Condition 5.5.2 in Section A (or immediately if we consider this necessary to prevent security being compromised).
- 5.6 Credit reference agencies**
- 5.6.1 If you have fallen behind with payments and the amount owed is not disputed, and proposals we are satisfied with are not in place following our formal demand, we may provide information to credit reference agencies about the debt you have with us.
- 5.6.2 If we decide to provide you details to credit reference agencies, we will give you at least 28 days' prior notice. When giving you notice, we will confirm what information we plan to provide about the debts you owe us, the role of credit reference agencies and the effect the information we provide may have on your ability to obtain credit in the future.
- 5.6.3 We may give credit reference agencies other information about the day-to-day running of your account.
- 5.7 Safeguards for instructions by fax**
- 5.7.1 You must keep your copy of the Personal Security Details you have chosen for giving instructions by fax in a secure place with access to it restricted to you and Authorised Persons.
- 5.7.2 We will not be liable for failing to act on any faxed instruction which we do not receive or which we cannot read or understand.
- 5.7.3 We may make further checks where we consider it appropriate to do so, for example because of the amount involved. This may include telephoning the sender of the fax to confirm its authenticity or requiring further Personal Security Details to be provided.
- 5.7.4 If you know or believe that someone else knows any Personal Security Details which may compromise these security procedures, then you must notify us as soon as possible by using the contact details provided in these Conditions.
- 5.7.5 We will not act on any further instructions received from you until the security of the procedures has been satisfactorily re-established.
- 5.8 Safeguards that apply to information about your account**
- 5.8.1 You must keep your Card receipts and other information about your account containing business and personal details (e.g. statements) safe and get rid of them carefully.
- 5.8.2 You must take care when storing or getting rid of information about your accounts. You should take simple steps such as shredding printed material.
- 6 Paying money in**
- Summary: This section explains how money can be paid into your account and any associated restrictions. Please also refer to the Key Facts Document for further information.**
- 6.1 Depending on your type of account, money may be paid in by cash, cheque, counter cheque, banker's draft or by Electronic Payment of funds. To pay money in, we must be provided with the following Payment Details:
- for cash payments and Electronic Payment of funds, we will require you to provide your account number and sort code;
  - for payments using our cash machines, input your PIN; and
  - for an international transfer of funds into your account, the International Bank Account Number (IBAN) (if your account has one) and the Bank Identifier Code (BIC) (which can be found on your statement).
- If you deposit money using incorrect Payment Details, we may pay it into whichever of your accounts we think appropriate.
- 6.2 The balance shown on your account may include payments into your account which are still being processed and not yet available.
- 6.3 Cash can only be paid in, in sterling bank notes and coins using your Card at some of our cash machines or over the counter at the Post Office\*. For some accounts, cash can also be paid in over the counter at a Santander branch. Please refer to the Key Facts Document for further details and to see if this service is available on your account. For all cash paid in, if the amount we actually receive differs from that stated by you, we will pay into your account the amount we actually receive and we will tell you that we have done this.

- 6.4 In some cases (such as moving money from one account to another using Online banking) a payment made into your account may appear on your account on a non-working Day (or outside the cut off time of a Working Day). In this instance the funds may be available.
- 6.5 There may be a maximum or minimum limit to the amount of money that can be held in an account. The Key Facts Document for your account will tell you about any maximum or minimum limits.
- 6.6 The table below shows you when payments into your account will be available to you, when you will earn interest and when overdraft interest and fees will be incurred.

Payment in	When you can use the funds	If interest is payable on your account, when will it be paid from	If your account has an overdraft, when will you stop incurring overdraft interest and fees if the payments pay off your negative balance
<b>Cash</b>			
Using your Card at any Santander or Post Office® branch	Immediately	On the day the money is received by us	On the day the money is received by us
At one of our cash machines that accepts individual bank note deposits			
At one of our cash machines where cash can be paid in (bank notes only)			
At one of our Drop Boxes	The money is not counted straight away and will be available to you when we have counted the cash. This will be no later than midnight on the next Working Day	The next Working Day	The next Working Day
<b>Electronic payments</b>			
Receiving money electronically and receiving money using Faster Payment Scheme	The money will usually be available as soon as we receive it. Generally this will be on the same day it is sent	On the day the money is received by us	On the day the money is received by us

If applicable to your account, you will start to earn interest or stop incurring overdraft interest and fees from the day that funds are paid in provided that it is successfully received by us before the cut off time on that day, the cut off time is usually not before 8pm (please note that cut off times may be earlier for branches that close at 5pm). We calculate overdraft fees and interest daily, including on a Saturday, Sunday and Bank Holidays. For CHAPS, EEA, or International Payments please see Condition 16 in Section 2A.

## 7 Paying in cheques

**Summary:** This section explains how you can pay in cheques to your account. Please also refer to the Key Facts Document for further information.

- 7.1 You may only pay in cheques made payable to you. Cheques are typically out of date after 6 months although please check to see if your cheque has an earlier expiry date on it. We may return an out-of-date cheque or a copy of an out-of-date cheque to you.
- 7.2 The Key Facts Document gives information on cheque, counter cheque and banker's draft processing, when funds will be made available to you, when interest starts to be earned from and when you can be sure the money is yours.
- 7.3 Cheques can be returned unpaid by the bank of the person who wrote the cheque, even if funds have been made available to you. Even if you have drawn against these funds, we may still be able to take the money back out of your account. If you have been fraudulent, we can recover these funds at any time. If debiting the transaction causes you to become overdrawn or exceed your Arranged Overdraft limit or, if you do not have an Arranged Overdraft, causes your account balance to fall below zero, you will be treated as making an Unarranged Overdraft request. We will not re-present cheques where these have been returned unpaid by the bank of the person who wrote the cheque. Condition 7.3 in Section B1 gives full details of our Unarranged Overdraft service.

## 8 Taking money from your account

**Summary:** This section explains how you can withdraw money from your account, any associated restrictions and the timescales for the clearance of payments from your account.

- 8.1 We will allow withdrawals or payments from your account if you:
- have enough available money in your account, or enough unused Arranged Overdraft, to cover the withdrawal or payment; or
  - request an Unarranged Overdraft and we agree to provide that service.
- 8.2 Please see the definition of Payment Instruction in Condition 1 in Section A for details on how instructions to make payments or withdrawals can be given. If you give us a Payment Instruction in any of the ways listed in that definition, you are consenting to us taking the withdrawal or payment from your account.
- If you are a corporate body, partnership, limited liability partnership, unincorporated association, charity, trust, or pension fund, you confirm that any Payment Instruction you, or any Authorised Person, gives us is permissible and properly authorised under:
- your Articles of Association, Partnership Deed, Trust Deed, Pension Scheme Rules or any other agreement or document governing the constitution of your organisation; and
  - any applicable laws.

- 8.3** When you give us a Payment Instruction, you must provide us with the following Payment Details:
- for sending money in the UK, the account number, sort code and name of the person you want to pay;
  - for over the counter withdrawals, you must provide us with proof of ownership of the account (for example a passbook or Card);
  - for cash machine withdrawals, input your PIN; and
  - for an international transfer of funds or for international standing orders:
    - the name and (as required) address, Routing Code and/or correct BIC of the bank of the person you want to pay; and
    - the bank account number or IBAN of the person you want to pay.

It is important that you give us accurate Payment Details as we won't be responsible for any payment made incorrectly when you have given us the wrong Payment Details.

- 8.3.1** In addition to the Payment Details, we may also ask you to provide us with other information, for example:
- the name and address of the person you want to pay;
  - other information for a particular payment depending on the country you want to send your payment to; and

- if your account is a Trust, you (the trustees) are responsible for providing valid identification documentation in relation to any named beneficiary or any beneficiary that is to be paid from the account. You must also notify us that you intend to make a payment to that beneficiary.

We will ask you to provide this information, if we need it, when you give us your Payment Instruction.

- 8.4** We will treat a Payment Instruction as received from you (or, if applicable, the person requesting a payment from you) at the time that instruction is actually received by us, except if:
- If your Payment Instruction is a withdrawal of cash using your Card and PIN from a cash machine or an instruction made using a Card and PIN or an instruction made using a contactless card, we will treat your instruction as received at the time that it is actually received by us;
  - the Payment Instruction is received by us after the relevant Cut-off Times listed below, it will be treated as having been received on the following Working Day;
  - the Payment Instruction is for a CHAPS or International Payment the time we will treat it as being received as set out in Condition 16 in Section A; or
  - the Payment Instruction is for a cheque we will treat it as being received as set out in either Condition 7 in Section A or Condition 16.9 in Section A.

Payment type	Cut-off Time (contact centre)	Cut-off Time (online)	When the money usually arrives at the recipient's bank
Faster Payments	Opening hours	N/A (any time)	Immediate
Sterling standing order/ future dated payment	5pm, Working Day before payment due	10pm, Working Day before payment due	Working Day on which payment is due
Internal transfer	5pm	N/A (any time)	Immediate

## 8.5 Withdrawals from your account

- 8.5.1** Maximum daily limits apply to the amount of cash you can withdraw using your Card. Please see the Key Facts Document for details.

- 8.5.2** If we send a payment as a Faster Payment using the Faster Payments Scheme, the payment will be subject to the scheme limits. Information on the Faster Payments Scheme transaction limits are available on the UK Payments Administration website: [www.ukpayments.org.uk](http://www.ukpayments.org.uk). However, in some circumstances we may apply lower transactional limits and you will be informed of these when you make your transaction.

- 8.6** We can refuse any withdrawal or payment from your account, if:
- it is requested by using our Unarranged Overdraft service;
  - you do not have enough available money in your account (including an Arranged Overdraft);
  - you have exceeded your maximum daily withdrawal limit under Condition 8.5.1 in Section A;
  - it may place us in breach of any legislation or law or we reasonably suspect that it may result in any regulatory action against us in any jurisdiction;
  - we reasonably suspect it relates to fraud or any other criminal act;

- you are in breach of any of these Conditions or the Specific Conditions; or
- it exceeds any transactional limits that we apply.

If we refuse to allow a withdrawal or payment from your account, we will tell you the following by the end of the next Working Day after the day we receive your withdrawal or payment request or when you contact us (if earlier):

- that we have done so;
- the reason why we refused; and
- if you think we have based our decision on mistaken information, how you can ask us to rectify that mistake.

We will not tell you that we are refusing a payment or withdrawal if the law prevents us from doing so.

- 8.7 The table below shows you when withdrawals from your account will stop earning interest and when overdraft interest and fees will be incurred:

Withdrawals	If interest is payable on your account, when will it stop being paid on the money you withdraw	If your account has an overdraft, when will you start incurring overdraft fees if a withdrawal means you move into a negative balance
Cash		
Over the counter at Santander branches	On the day the withdrawal is made	On the day the withdrawal is made
Using your card at any Post Office® branch		
At one of our cash machines		
Electronic Payments		
Making an electronic payment from your account or making a payment using the Faster Payment Scheme	On the day the payment is made	On the day the payment is made

If applicable to your account, you will stop earning interest or start incurring overdraft interest and fees from the day that funds are withdrawn provided that it is successfully taken out before the cut off time on that day, cut off time is usually not before 8pm (please note the cut off times may be earlier for branches that close at 5pm). We calculate overdraft fees and interest daily, including on a Saturday, Sunday and Bank Holidays. For CHAPS, EEA or International Payments please see Condition 16 in Section 2A.

## 8.8 Stopping a payment

- 8.8.1 You can ask us to stop a payment by calling us using the contact details provided in these Conditions. If you are stopping a Direct Debit you must also tell the person to whom the Direct Debit is payable. Generally we will not be able to stop a payment after we have received your Payment Instruction although we will try to do so provided that:

- the payment has not already been made;
- you give us details of the date and amount of the payment you want us to cancel and the name, account number and sort code of the person you asked us to pay; and
- it is not a card payment, cash payment, counter cheque or banker's draft.

If you are stopping a recurring debit card transaction (that is, a continuous payment transaction on your debit card initiated by a payee and authorising us to make payments) we will stop the payment provided that we receive notice from you no later than close of business on the Working Day prior to the date the payment was due to be made. We recommend that you also tell the payee.

A service fee may be payable for requesting us to stop a payment from your bank account; please see the Key Facts Document for details.

## 8.9 Clearance of payments from your account

- 8.9.1 Payments by phone, Direct Debit or standing order are normally transferred from your account on the same Working Day we receive your Payment Instruction.

Payments made using Online or Mobile banking and electronic transfers are normally transferred from your account on the same day we receive the Payment Instruction (including non-Working Days). The money will normally reach the bank of the person you want to pay no later than the end of the day following the day on which we receive your Payment Instruction.

- 8.9.2 If we are able to send your payment as a Faster Payment using the Faster Payments Scheme, we will do so. A Faster Payment will normally reach the bank of the person you want to pay sooner than the timescale referred to in Condition 8.4 in Section A provided that:

- the bank of the person you want to pay is a member of the Faster Payments Scheme;
- you have provided a sort code for the bank of the person you want to pay which is recognised by the Faster Payments Scheme;
- the amount of the payment is within Faster Payments Scheme limits (see Condition 8.5.2 in Section A); and
- we do not suspect fraudulent activity on your account. (There may be a delay in processing your payment transaction while fraud prevention checks take place. We may need to contact you if we suspect that a transaction is fraudulent). If we contact you, this may be by phone and may include an automated message.

If we are unable to send your payment as a Faster Payment, we will attempt to contact you to agree an alternative method of sending the payment.

- 8.9.3 If you are making a payment outside the United Kingdom, please also see Conditions 16.7 and 16.8 in Section A.

- 8.10 Automatic Payment Instructions, such as Direct Debits and standing orders, are usually taken from your account at the beginning of the Working Day that they are due. If you don't have available money in your account at this time, we will try to make the payment again later that afternoon (and for standing orders, again in the morning of the following Working Day). You will have until then to credit your account with sufficient cleared funds to move your balance back into a credit position or an Arranged Overdraft so that we can make the payment.

You should not try reattempt the payment yourself until we have tried to make the payment. For more information about when we will retry to make automatic payments, please see our website at [santander.co.uk/business](https://www.santander.co.uk/business).

- 8.11 There can be a delay between using your Card to make a payment and the time when that payment is taken from your account. You must check that there are no payments pending against the balance in your account before you request a withdrawal or payment from your account.
- 8.12 When you withdraw money from your account by way of cash, counter cheques or (if available) banker's draft, your account is debited immediately.

- 8.13 If you ask us to transfer money from your account to another account held with us and if we have told you that you can do so, the money will normally be available the next Working Day and earns interest in the account on the same Working Day of the transfer. Transfers between accounts held with us will not be instantaneous if we use an external clearing system to process the transfer.
- 8.14 If you send a cheque through the post, it will help to prevent fraud if you clearly write the name of the person you are paying the cheque to and put extra information about them on the cheque. You should draw a line through unused space on the cheque so that unauthorised people cannot add extra numbers or names.
- 8.15 We may refuse to pay a cheque or other Payment Instruction issued by you if it is more than 6 months old when we receive it.
- 8.16 You may not issue post-dated cheques. If you do issue one and the payee presents it for payment before the date on the cheque, we cannot guarantee that the cheque will not be paid. If it is paid, we will debit the amount of the cheque from your account.

## 9 Unauthorised and incorrect or delayed payments

### 9.1 Notification of unauthorised or incorrect or delayed payments

If you believe that a payment on your account was not authorised by you or was made incorrectly, you must notify us as soon as possible by telephoning us on the number provided in these Conditions. This number can also be found in the Key Facts Document, your statement, your card carrier and on our website.

**If you have a turnover of less than £6.5 million at the time you open your account or when you receive these Conditions (along with any form of notice of variation) (whichever is latest), the following Conditions 9.2 – 9.3 will apply:**

### 9.2 Your remedies for unauthorised payments

Your remedy for an unauthorised payment will depend on whether or not your account was overdrawn under a regulated overdraft at the time the unauthorised payment was taken. If your account was in credit at the time of the unauthorised payment but the payment took it into a regulated overdraft, each element of the payment will be treated separately for these purposes. An overdraft will be regulated if you are a sole trader, a partnership of no more than 3 individual partners or an unincorporated body and the amount of the facility is £25,000 or less.

- 9.2.1 Subject to Condition 15.3 in Section A, we will not refund you in any circumstances if:
- you authorised the transaction;
  - someone else used your Card with your agreement; or
  - you have acted fraudulently.
- 9.2.2 Subject to Condition 15.3 in Section A, except where your account is in overdraft under a regulated agreement, we will also not refund you if:
- someone else used your PIN or Personal Security Details with your agreement;
  - you deliberately, or with gross negligence, disclosed your PIN or Personal Security Details to someone else;
  - you deliberately failed to follow any of the safeguards referred to in Condition 11.7 in Section A or you are grossly negligent in failing to follow any of them;
  - after becoming aware you delayed unreasonably in notifying us that the transaction was unauthorised; or

- you failed to tell us the transaction was unauthorised within 13 months of the date on which the transaction occurred or ought to have occurred.

9.2.3 In all other cases, if you notify us that a payment was not authorised by you, we will refund to your account the amount of the payment and any fees and/or interest and charges directly incurred on the account as a result of the payment or which would not have been incurred or would have been earned on the account had the unauthorised payment not been made.

9.2.4 However, where your Card, mobile device, PIN or your Personal Security Details are used without your authority by someone else in circumstances other than those in Condition 15.3 in Section A then we may only debit up to £35 from you. However, you will be responsible for the full amount of the transaction if any of the circumstances in Conditions 9.2.1 or 9.2.2 in Section A apply.

9.2.5 We will refund your account:

- if your account is overdrawn under a regulated agreement, as soon as we are reasonably satisfied that you are entitled to the refund; or
- in all other cases, by the end of the next Working Day after we become aware of the unauthorised payment. Before we refund your account, we are entitled to carry out an investigation if there are reasonable grounds for us to suspect that you have acted fraudulently, or we can show that you've acted deliberately or have been grossly negligent.

9.2.6 We may debit your account with any amount refunded under Condition 9.2.5 in Section A where we subsequently become aware that the circumstances in Conditions 9.2.1 or 9.2.2 in Section A apply.

9.2.7 If you dispute that you have carried out a transaction with a Card, cheque, PIN or Personal Security Details, we expect you to co-operate with us and the police in any investigations. We can give the police any information necessary to enable them to carry out their investigations. We have to prove:

- any allegation of fraud and if any other banks are involved;
- that you were grossly negligent in failing to follow any of the safeguards listed in Condition 11.7 in Section A; or
- that a Card has been received by you.

9.2.8 We will conduct any investigation as quickly as possible and may ask you to reasonably assist in that investigation.

### 9.3 Your remedies for incorrect or delayed payments

We are responsible for making payments on your account correctly. If you tell us that a payment has not been made or has been made incorrectly by us, after you tell us, we will:

- refund your account with sufficient money to restore your account to the same position as if the incorrect payment had not been made. This normally means that we will refund your account with any fees and interest we have charged or you may have lost in connection with the incorrect payment; and
- if you ask us to, make immediate efforts to trace the incorrect payment and notify you of the results of that action.

If a payment has been delayed because of our error, we can at your request, ask the receiving bank to ensure that the payment is credited to the payee's account as if it was made on time.

**If you have a turnover of £6.5 million or more at the time you open your account or when you receive these Conditions (along with any form of notice of variation) (whichever is latest), the following Condition 9.4 will apply:**

### 9.4 Liability for unauthorised, incorrect or delayed payments

9.4.1 You agree that the liability provisions set out in Regulations 75, 77, 91 and 92 of the Payment Service Regulations 2017, which set out the position for unauthorised, incorrect or delayed payments shall not apply to this agreement.

9.4.2 You will indemnify us on demand for any unauthorised payments or payments that go to the wrong payee or are delayed, unless we have been negligent in carrying out your instructions or have acted fraudulently or with wilful default.

9.4.3 You will indemnify us on demand for any losses that arise as a result of your use of a TPP (see Condition 13 in Section A). Where the TPP is responsible for such loss we will, at your request and subject to you paying our costs, use reasonable endeavours to recover the loss from the TPP and will pass any recovered losses to you.

9.4.4 Where we are liable for any unauthorised payments or payments that go to the wrong payee or are delayed, we will refund your account in accordance with Condition 9.2.5 in Section A for unauthorised payments or Condition 9.3 in Section A for incorrect or delayed payments.

9.4.5 If you tell us that a payment has not been made or has been made incorrectly by us and if you ask us to, we will, at your cost, make immediate efforts to trace the incorrect payment and notify you of the results of that action.

## 9.5 Payments made to a fraudster

If you believe that you have sent money to a fraudster, because you made a payment:

- a) to someone for what you thought was a genuine purpose, but which was actually fraudulent; or
- b) that was intended for a certain person, but you were misled into sending money to someone else

you must tell us as soon as possible using the contact details provided in this document and in the Key Facts Document.

Once you have told us that you believe you have paid money to a fraudster, we will look into this and apply industry standards to determine whether you are entitled to a full or partial refund. We will usually let you know within 15 Working Days after the day you told us about it but we might take longer in exceptional circumstances. If we determine you are entitled to a refund we will give you this without delay.

We may not refund you if we find you should have known that you were sending money to a fraudster - although we will always take the circumstances in which the payment was made into account when considering this.

## 9.6 Payments made into your account in error

9.6.1 If a payment is made into your account by mistake the money may be taken back out of your account. How and when we do this will depend on the type of payment and the reason for the mistake:

- a) For CHAPS payments, if the sending bank (or the sender) has made a mistake we will not take the money back out of your account without your permission. If you do not think that the payment has been made in error we will let the sending bank know.
- b) For Bacs payments or Faster Payments if we reasonably believe the sending bank (or the sender) has made a mistake, and tells us:
  - i) within 2 months of the money being paid into your account, we may prevent you from using the money and we can debit your account and return the money to the sending bank. We do not need your permission to return the money; or

- ii) after 2 months of the money being paid into your account, we will not debit your account with the amount of the payment without your permission.

c) Where we have incorrectly credited a payment to your account we will take the money back out of your account. We do not need your permission to do so.

If a payment is made into your account by mistake, you agree that we may share all relevant information with the sending bank so that the payer can trace the money.

9.6.2 We do not need to do any of the things listed in Condition 9.3 in Section A and we are not responsible for an incorrect payment on your account where:

- a) you fail to tell us (using the contact details provided in these Conditions) of the incorrect payment without undue delay and in any case within 13 months of the date on which the transaction occurred (or in the case of a failed transaction ought to have occurred);
- b) the cause of the incorrect payment is because you gave us the wrong (or insufficient) Payment Details for us to make the payment; or
- c) we can demonstrate to you (and if applicable the beneficiary's bank) that the beneficiary's bank received the payment within the relevant execution time listed in Condition 8.9 in Section A (in which case the beneficiary's bank is legally required to make the payment to the person you want to pay).

In these circumstances, we will use reasonable efforts to recover any money paid out of your account or not paid into your account as a result of the failed or incorrect payment. We will be entitled to charge you a fee for this recovery service.

## 10 Interest and fees

10.1 Fees or interest you pay are listed in the Key Facts Document. We give you our current Key Facts Document when you apply for your account. Details of current interest rates and fees can be obtained by contacting us or checking our website.

10.2 Interest we pay/charge you is calculated on a daily basis (unless we have told you otherwise). The Key Facts Document will explain when and the frequency with which we may pay/charge you interest. Interest payments will be credited at least annually but may be more frequent if your account allows.

10.3 For the purpose of calculating interest we work on the basis that there are 365 days in a year, unless it is a leap year where interest is calculated on a 366 day basis. Interest is calculated differently in a leap year and deposits made after 29 February will receive less interest than they would in a non-leap year.

10.4 We will debit any debit interest or transaction fees incurred on an account to the same account unless you otherwise instruct us to debit the interest or fees to another specified account.

## 11 Personal Security Details and protecting your account

**Summary: You must keep your Personal Security Details secure and follow all appropriate safeguards to keep your Personal Security Details, PIN, Card and chequebook secure. We can suspend the use of your Personal Security Details and Card in some situations.**

11.1 We may provide you with, or ask you to choose, Personal Security Details to enable you to access your account, using telephone banking, mobile banking, Online Banking and other remote access channels. We treat your use of your Personal Security Details as your consent to any instructions you give using telephone banking, mobile banking, Online Banking or other remote access channels. We will tell you of any restrictions when choosing Personal Security Details which you must follow.

- 11.2 If you have nominated any Authorised Persons to operate the account, you will be given your own Personal Security Details and can operate available services on your own. None of you may allow the other(s) to use your Cards, PIN or Personal Security Details.
- 11.3 We must be satisfied of your identity and can refuse instructions if we doubt your identity. We may ask you to show identification, for example, when making an account withdrawal.
- 11.4 We can withdraw or suspend any of your Cards, chequebook, PIN or Personal Security Details:
- a) if we believe that this is necessary for security reasons;
  - b) to prevent suspected unauthorised or fraudulent use of your Card, chequebook, account, remote access services or any related services which you can access using telephone banking, mobile banking, Online Banking or other remote access channels. We can do this, for example, if there have been too many unsuccessful attempts to access your account using incorrect Personal Security Details; or
  - c) where there is a significantly increased risk you will not be able to repay any money you owe on your account.
- 11.5 If we withdraw any of your Cards, PIN or any of your Personal Security Details:
- a) we will tell you and our reasons why beforehand. If we are unable to tell you beforehand, we will tell you immediately afterwards;
  - b) we do not have to tell you that we are withdrawing your Cards, PIN or Personal Security Details; if this would compromise our security or be unlawful; and
  - c) you can apply for a new Card, PIN or Personal Security Details by speaking to us at one of our branches or by telephone using the contact details provided in these Conditions. We can then reactivate and/or replace your withdrawn PIN or Personal Security Details as soon as possible, provided that the reason for its withdrawal no longer exists.
- 11.6 You must follow the safeguards to protect your chequebook, Card, PIN and Personal Security Details set out in Condition 11.7 in Section A.
- 11.7 The care of your chequebooks, Cards, PINs, Personal Security Details and selected personal information is essential to help prevent fraud and protect your account. To ensure this you must:
- a) sign your physical Card in permanent ink as soon as you receive it;
  - b) destroy the notification of your PIN and/or Personal Security Details as soon as you receive them;
  - c) always take reasonable steps to keep your Cards safe and your PIN, Personal Security Details and selected personal information secret and dispose of them safely. Fraudsters use various methods such as searching in dustbins to obtain personal information. You must take simple precautions such as shredding paper containing personal information;
  - d) not keep your chequebooks and Cards together;
  - e) not allow anyone else to use your Cards, PIN, Personal Security Details or selected personal information;
  - f) not disclose your PIN, any one time passcode we give you or other Personal Security Details to anyone else, not even a member of our staff;
  - g) not write down or record your PIN, Personal Security Details or personal information on your Card (or anything kept with it) or on any documents relating to your account. If you do write down or record your PIN, Personal Security Details or personal information, you must disguise this information so that it cannot be understood by anyone else;
- h) only enter your Personal Security Details where you are requested to do so by an Online Banking or Mobile Banking screen or through telephone banking;
  - i) act on any further instructions we give you to ensure that your Online Banking or Mobile Banking is secure. Any instructions will reflect good security practice, taking account of developments in e-commerce;
  - j) take reasonable steps to avoid selecting a PIN or Personal Security Details that may be easy to guess;
  - k) take reasonable steps to ensure that no one hears or sees your PIN or Personal Security Details when you use them;
  - l) take reasonable steps to keep your PIN or Personal Security Details unique to the accounts that you hold with us;
  - m) take immediate steps to change your PIN or Personal Security Details and tell us as soon as possible if you think that someone else knows your PIN or Personal Security Details, or if we ask you to do so, where we believe security may have been compromised on your account;
  - n) not record your PIN or Personal Security Details on any software which retains it automatically (for example, any 'save password' prompts) unless retaining your PIN or Personal Security Details is a function of a banking service provided by us;
  - o) take reasonable steps to secure your mobile phone or other mobile device (for example set up a security password or PIN) so that it cannot be used to access mobile banking if it is lost or stolen and so that others cannot access any alerts or other communications from us that may be stored on it; and
  - p) comply with the security procedures we tell you about from time to time.
- 11.8 To prevent and detect fraud, where we hold information about devices you use such as mobiles or tablets, we may use location or other data from these devices. For example, we may check if you are in the country where your payments are being made in instances where we suspect fraud on your account. We will not use this information for any other purpose.
- 11.9 Our fraud detection systems may highlight unusual spending patterns. We may call you, write to you or send you an SMS if unusual transactions appear on your account or if we believe your account is at risk of a security threat. These calls may include computer-generated speech. If you do not want us to contact you in this way, please let us know by calling us using the contact details provided in these Conditions.
- 12 Online Banking and Mobile Banking services**  
**Summary:** This section relates to Online Banking and Mobile Banking. The Terms and Conditions of the Online Banking and Mobile Banking service also apply.
- 12.1 To access the Online Banking and Mobile Banking services you will need to accept the conditions of use and use your Personal Security Details.
- 12.2 We can limit the amount you can withdraw online or ask you to contact us for transactions that require additional authorisation.
- 12.3 If you do not use Online Banking for at least 12 months we may treat this as your indication that you no longer require the service and may remove your accounts from Online Banking (on giving you no less than 2 months' advance notice).
- 12.4 Except as set out in Condition 15 in Section A, you are not responsible for an Online Banking or Mobile Banking



transaction on your account which was not carried out by you, or for access and use of Online Banking or Mobile Banking services by someone else.

- 12.5 You must not share your Online Banking or Mobile Banking credentials with anyone, including your employees. You can arrange for employees to have their own access credentials to your Online Banking and Mobile Banking service.
- 12.6 You must make us aware straight away if an employee with access to your Online Banking or Mobile Banking service leaves your business: you must complete a 'Change of Details' form so that we can remove their access. This is available on our website or by telephoning us using the contact details provided in these Conditions.
- 12.7 For full details of our Online Banking and Mobile Banking services, including help and guidance to get you started, please visit our website or call us using the contact details provided in these Conditions.

### 13 TPPs

**Summary: this section explains how TPPs can access your account and the circumstances under which we are allowed to block such access.**

This Condition 13 only applies where your account is an online Payment account.

- 13.1 You can instruct a TPP to access information on your accounts as well as to make a payment, as long as the TPP has identified themselves to us and acted in accordance with the relevant regulatory requirements. We will treat any instruction from a TPP as if it was from you.
- 13.2 Although you must not, generally, give your Personal Security Details to anyone else, you may give them to a TPP if they ask for them.
- 13.3 It is important that you check that any TPP you use is authorised to access your account. They should make this clear from the information they give you. You must not give your Personal Security Details to a third party that isn't authorised. If you do, we'll have to assume it's you that's authorising us to give access to information about your accounts and you'll be responsible for any payments made as a result.
- 13.4 We may refuse to allow a TPP to access your account where we are concerned about unauthorised or fraudulent access by that TPP. Before doing so, we will tell you that we intend to deny access and give our reasons for doing so, unless it is not reasonably practicable, in which case we will tell you immediately afterwards. In either case, we will tell you in the manner in which we consider most appropriate in the circumstances. We won't tell you where doing so would compromise our reasonable security measures or otherwise be unlawful. If we deny access to a TPP, we must also tell our regulator that we have done so. Where you revoke your consent to allow a TPP access to your account, we will tell the TPP that you have done this.

### 14 Using your Cards

- 14.1 Cards and chequebooks are our property and we can ask you to return them to us and can ask anyone acting for us to retain them.
- 14.2 We tell you the PIN to be used with your Card. We may also ask you to provide your Personal Security Details as a means of identification, for example when buying goods with your Card.
- 14.3 You can cancel your Card by notifying and returning it to us. You must cut it into several pieces and through the magnetic stripe and any chip.

### 15 Loss or misuse of a Card, mobile device, chequebook or your Personal Security Details

**Summary: You must tell us if you lose Cards, mobile devices or chequebooks or if you think your Card or Personal Security Details have been misused. This section explains circumstances where you are not responsible for misuse of your account.**

- 15.1 You must notify us as soon as possible using the contact details provided in these Conditions if you think that your Card, mobile device or chequebook has been lost, stolen or that your Card, mobile device or Personal Security Details have been misused or that your PIN, Personal Security Details or selected personal information has become known to another person.
- 15.2 Once notified, we will take immediate steps to prevent your Card, mobile device, chequebook or Personal Security Details from being misused.
- 15.3 You are not responsible for any unauthorised use of your Card, mobile device, PIN or any of your Personal Security Details in any of the following cases:
- before you receive it;
  - unless you have acted fraudulently, after you have notified us of its loss, theft or unauthorised use in accordance with Condition 15.1 in Section A;
  - if we have failed to tell you how to notify us of its loss, theft or unauthorised use;
  - if we don't apply procedures that we're legally required to use to check a payment has been authorised by you; or
  - if the unauthorised use relates to the purchase of goods or services under a distance contract.

A 'distance contract' is a contract you enter into online, by post, mail order, email, fax, telephone or tele-shopping, unless the purchase relates to land or financial services, or is made using a vending machine, a public pay phone or an auction.

### 16 CHAPS payments, EEA Payments and International Payments

- 16.1 This Condition 16 in Section A sets out your rights and obligations when you request us to make any of the following payments:
- payments in the United Kingdom, made in sterling through the Clearing House Automated Payment System ('CHAPS');
  - payments from the UK into a country in the European Economic Area ('EEA') made in any currency using Society for Worldwide InterBank Financial Telecommunications ('SWIFT') ('EEA Payments');
  - payments to a country in the European Union ('EU') or EEA, within the UK, to Switzerland, Monaco and San Marino made in euros using non-urgent euro payments ('SEPA Credit Transfers');
  - payments anywhere in the world outside of the EEA made in any currency using SWIFT ('International Payments'); or
  - payments made by a cheque issued in a currency other than sterling (a 'Foreign Currency Cheque').

### 16.2 Making CHAPS and SWIFT payments

CHAPS and SWIFT payments can only be made via Online Banking, mobile banking or by calling us using the contact details provided in these Conditions.

### 16.3 Foreign currency Payment Instructions

- a) Subject to Condition 8.4 in Section A, we will be deemed to have received your Payment Instruction at the time that we actually receive it and have completed our required security checks. However, if we receive your request on a non-Working Day or after the stated Cut-off Time below, we will be deemed to have received it on the following Working Day.

Payment type	Cut-off Time (contact centre)	Cut-off Time (online)	When the money usually arrives at the recipient's bank
Sending money within the UK by CHAPS	2.40pm	3.00pm	Same Working Day
Sending money outside the UK in pounds	3.00pm	3.00pm	Within the EEA – same day Outside the EEA – usually within 4 Working Days
Sending money outside the UK not in pounds, euros or US dollars	3.00pm	3.00pm	May take up to 4 Working Days*
Sending money inside or outside the UK in euros	11.30am	11.30am	Same Working Day
Sending money within the SEPA in euros using Non-Urgent method**	2.30pm	2.30pm	Next Working Day

\* This will depend on the currency and destination of your payment.

\*\* The UK, Switzerland, Monaco, the French collectives of 'Mayotte' and 'Saint-Pierre-et-Miquelon' as well as San Marino are also part of the geographical scope of SEPA. Please note that whilst most banks in the EEA are able to accept SEPA Credit Transfers, some do not.

- b) We are not obliged to receive or to request credit confirmation from the bank of the beneficiary that the payment has been received.
- c) If you ask us to make an EEA payment or an International Payment we may convert it into the currency of the country the payment is being sent to.

### 16.4 Fees and exchange rates

- a) We will tell you our charges for the payment that you wish to make before you agree your instruction with us. Details of the fees we charge for CHAPS payments, EEA Payments and International Payments are set out in the Key Facts Document.
- b) Our exchange rates for foreign currency payments are based on our reference exchange rates for the relevant currency. We have different reference rates depending on the size of the transaction and whether you are buying (if you are making a payment) or selling currency (if a payment is being made into your account). Details of the relevant reference exchange rate will be displayed online when you make a payment and are also available in branch or by calling us using the contact details provided in these Conditions.
- c) The exchange rate to be used will be determined by our current exchange rate on the day we process the payment out of or into your account. We will provide you with information about the exchange rate and the amount of the foreign currency for that payment after your account has been debited or credited with the amount of the transaction. If this information is not set out on your statement, or in your transaction history in Online Banking, we will provide this information to you in the same way as you receive statements for your account, either as an e-Document in Online Banking or by post.
- d) For International Payments and EEA Payments in a currency other than sterling, euro or a currency of another EEA country, the available balance in your account will be reduced by the sterling equivalent of the payment value based on our relevant exchange rate, our fee and, where applicable, an additional 1% of the payment value and fee

until the payment is made.

### 16.5 Returned payments

- a) If a payment is returned to us, it will be credited to your account net of any fees charged by third party banks in returning the payment.
- b) If the returned payment is a currency other than sterling, before crediting the returned payment into your account, we will convert the returned payment (less any fees referred to in Condition 16.5 a) in Section A) into sterling using our current exchange rate applicable for payments made into your account for the Working Day on which we receive the returned payment. If the returned payment is received by us after 5.00pm, our standard exchange rate for the next Working Day will be used to make the conversion. This may mean that your account will be re-credited with a different amount than was originally debited.

### 16.6 Your personal information

When using established banking relationships to send your transfer, personal information about you contained in the transaction may be provided to overseas authorities and the beneficiary bank in order to comply with applicable legal obligations and prevent crime. This may include a transfer of your personal data outside the EEA. This information may include your full name, address, date of birth and account number. For more detail on how we transfer data internationally, see our Data Protection Statement.

### 16.7 Special conditions applicable to CHAPS payments and EEA Payments

#### 16.7.1 Information we will give you after we have received your CHAPS or EEA Payment Instruction

After we receive your Payment Instruction, we will provide or make available to you the following information:

- confirmation of the date on which we processed your instruction;
- a reference enabling you to identify the payment transaction and, where appropriate, information relating to the recipient of the payment;

- iii) the amount of the payment transaction in sterling;
- iv) the amount of any fees for the payment transaction payable by you and, where applicable, a breakdown of those fees; and
- v) in respect of an EEA Payment or International Payment not in sterling, the exchange rate used in converting the payment from sterling to the applicable currency and the amount of the payment transaction after that currency conversion.

#### 16.7.2 Additional handling fee

For EEA Payments in sterling, euro or another EEA currency over €50,000, a special handling charge may be deducted from the payment by the beneficiary bank. Any such charges shall be borne by the beneficiary.

### 16.8 Special conditions relating to International Payments

#### 16.8.1 Third party charges

- a) There may be other third party banks that apply charges in effecting the International Payment which may be deducted from the amount transferred by you or from funds received by you via an International Payment. This will mean that the sum received by the beneficiary or by you may be less than the amount you have sent or received.
- b) If any charges are passed back to us by a third party bank, we reserve the right to debit your account with these charges.

#### 16.8.2 Normal execution times

- a) Payments made in US dollars to the United States should normally be received by the beneficiary on the same day that your account is debited.
- b) All other currencies (including sterling sent outside the EEA) should normally be received within 5 Working Days of your account being debited.

#### 16.8.3 Currency exchange information

If your request is for a payment in a currency other than sterling, you will receive an advice from us detailing the exchange rate that was used to make the payment.

#### 16.8.4 International Payment delays or failures

We shall not be liable for any loss you may incur or suffer as a result of any delay or failure in an International Payment reaching the bank (or other financial institution) account of the beneficiary of the payment, where that delay or failure is a result of (or arises in connection with):

- a) any part of the international identifier you give us under Condition 8.3 d) in Section A being incorrect or incomplete;
- b) any failure or delay on the part of the bank (or other financial institution) to credit the beneficiary's account;
- c) any statutory or other legally required checks being carried out in relation to the International Payment; or
- d) any event or circumstance beyond our reasonable control.

### 16.9 Foreign Currency Cheques

#### 16.9.1 This Condition applies where you request that we issue to you a Foreign Currency Cheque:

- a) When you request a Foreign Currency Cheque, your account will be debited immediately when we process your instruction. The conversion will be made using our current exchange rate applicable to payments made out of your account at the time the cheque is drawn.
- b) Once we have issued a Foreign Currency Cheque to you, it becomes your sole responsibility to deliver this to the beneficiary. The Foreign Currency Cheque will be payable on presentation, within 6 months to the bank on which it is drawn.

- c) If the Foreign Currency Cheque is no longer required or has been lost, we will place a stop on the Foreign Currency Cheque. Once confirmation of the stop is received we will re-credit your account.
- d) If the refund is in a currency that is different to your account we will convert it. The conversion will use our current exchange rate applicable to payments made into your account at the time that we re-credit your account. This may mean that your account will be re-credited with a different amount than was originally debited.
- e) A refund can only be made once we have received confirmation that the Foreign Currency Cheque has not been presented, or has been returned to us (unless it has been stolen).
- f) Any charges resulting from the cancellation refund or stopping of a Foreign Currency Cheque may be debited to your account.
- g) Special conditions apply to stopping a Foreign Currency Cheque in some countries. For these, written confirmation from the payee, stating that he or she will no longer make a claim on the Foreign Currency Cheque, will be required. The timescales for this are beyond our control. If the Foreign Currency Cheque has been lost or stolen, we may require further supporting evidence in order to make a refund or reissue.
- h) If the Foreign Currency Cheque has not been presented for payment after 6 months, we reserve the right to cancel the Foreign Currency Cheque and re-credit your account, excluding any charges, using our current exchange rate applicable to payments made into your account at the time that we re-credit your account. This may mean that your account will be re-credited with a different amount than was originally debited.

### 16.10 Foreign currency card payments and cash withdrawals

When you make a card payment or cash withdrawal in a foreign currency, it:

- a) will be converted into pounds using the Visa or Mastercard exchange rate as at the date we receive the payment instruction to debit your account (which may not be on the same day that you authorised the payment);
- b) may incur a Santander commission fee based on the amount of the transaction we receive in a foreign currency to convert to sterling; and
- c) may incur commission fees imposed by the retailer or bank that carries out the card payment or cash withdrawal if you select for them to carry out the conversion from the local currency to sterling.

We'll send you regulatory alerts where we're required to when you make a card payment or cash withdrawal overseas.

## 17 Changes to your account

**Summary:** This section explains that we can change these Conditions and the Specific Conditions (including interest rates and charges) that apply to your account, the reasons why we can make changes and how we will tell you about any changes.

- 17.1 We can change these Conditions and the Specific Conditions including interest rates, fees and charges (including removing or adding fees or charges) and other terms where the change is to:
  - a) take account of an actual, or reasonably expected, change in the interest rates we receive or we have to pay, for example, as a result of a change to the Bank of England Base Rate;
  - b) reflect an actual, or reasonably expected, change in our underlying costs including any relevant funding costs;

- c) take account of any actual, or reasonably expected, change in law or regulation (including any decision by an ombudsman, court, regulator or similar body) or to our way of doing business, including the introduction of new technology or the advancement or change in use of technology;
- d) make them clearer or more favourable to you; or
- e) reflect any other actual or reasonably expected change that affects us if it is reasonable for us to pass the impact of the change on to you.

Any change we make will not be more than is reasonably proportionate to the impact of the underlying change on us. We will not make changes to cover the same cost twice.

**17.2** We will not change your interest rate during any specified fixed rate period.

**17.3** Where your account is a Payment account, we will give you at least 2 months' personal notice before we make a change, unless the change relates to a change in interest rate and:

- a) the change is to your advantage;
- b) the change results from an interest rate that tracks a specified external independent rate; or
- c) the change is to an exchange rate which tracks our reference exchange rate,

in which case we will (for changes other than exchange rate changes) give you notice within 30 days of making the change by one or more of the following methods: personally or by displaying a notice in the national press or (for branch based accounts) in our branches, or on our website. If we put a notice in the press, we will use two national newspapers.

**17.4** Where your account is a Non-payment account, we will give you at least:

- a) 14 days' personal notice before we decrease the interest rate on your account, where the interest rate does not track a specified external independent rate, unless there is less than £100 in the account in which case we may not give you any notice; or
- b) 30 days' personal notice before we make any other change (other than changes to our reference exchange rates),

unless the change is to your advantage, in which case we may make the change immediately and tell you about it personally within 30 days by one or more of the following methods: personally or by displaying a notice in the national press or (for branch based accounts) in our branches, or on our website. If we put a notice in the press, we will use two national newspapers.

If the interest rate on your account tracks a specified external independent rate we do not need to give you any notice if we change the interest rate on your account.

**17.5** We may change our exchange rates immediately and without notice to you. Our latest exchange rates are available on request.

**17.6** For accounts with no fixed duration, we may also:

- a) convert your account to another account in our range (for example, if you are no longer eligible for the account or if we decide to no longer offer that particular type of account); or
- b) change interest rates, fees and charges (including removing or adding fees or charges) and other terms.

In each case, we will give you at least 2 months' personal notice before we make the change and if you are not happy you may close the account as set out in Condition 18 in Section A.

**17.7** When we tell you about a change by giving you personal notice (or we refer to notifying you personally), this may be by post, email, a statement message, information accompanying your

statement, a secure message on our Online Banking service, text on your mobile phone, or in any other way that will be sent to you individually.

## **18 If you are not happy with changes to your account**

**18.1** If you are unhappy with any change we make under Condition 17 in Section A other than a change that is to your advantage, that tracks a reference interest rate or reference exchange rate, or that is a non-material interest rate change on a Non-payment account, you are free to close your account (without loss of interest or additional charges):

- a) in the case of a Payment account, at any time prior to the change coming into effect; or
- b) in the case of a Non-payment account, at any time during a period of 30 days from the date of the notification (where the change is to an interest rate or charge) or a period of 60 days from the date of the notification (where the change is to another Condition),

in each case, after which you will be treated as having accepted the change.

**18.2** A 'notice account' is an account where you have to give notice before you can make withdrawals or close the account. For Non-payment notice accounts, where we are making any changes under Condition 17 in Section A, we will increase the period of notice we give you prior to the change to cover the notice period required by your account. This will ensure that if you are unhappy with the change and wish to close your account, you will have sufficient time to exercise your rights to close the account under the applicable notice provisions of your account (without loss of interest or additional charges). After this period, you will be treated as having accepted the change.

## **19 Cancellation and closing your account**

**Summary:** This section explains how you can ask us to close your account and how and why we may close the account.

**19.1** If, within 14 days of first opening your account, you would like to cancel your account, we will not charge you for the cancellation – simply let us know by using the contact details provided in these Conditions. Otherwise the account will continue until you or we close the account. This right to cancel does not apply if the interest rate on your account is fixed for a period of time.

If you ask us to, we will help you switch to a different account.

If your account is in credit, we will (and within 30 calendar days of you cancelling) give you back all the money in the account (less any pending payments and interest incurred) together with any interest earned on it.

**19.2** You or we may close your account at any time by giving the other notice without giving any reason. We may also close or suspend your current account if it has been inactive for some time. If we decide to do this we will give you at least 2 months' notice (30 days in the case of Non-payment accounts). If there are funds in the account we may transfer these to another account you hold with us or send them to you at the last address we hold for you. If you are in significant breach of these Conditions or the Specific Conditions on your account (or if you have failed to remedy a breach where we have asked you to do so), we may close your account on giving immediate notice or less notice than that specified in this Condition 19.2 in Section A.

**19.3** It is a condition that you do not:

- a) act abusively, offensively or violently towards our staff;
- b) become bankrupt, insolvent or, in the case of a business entity, be wound up or dissolved;

- c) misuse your account;
- d) act dishonestly with us;
- e) act in any way to give rise to reasonable suspicion of fraud or other criminal activities; or
- f) open or maintain an Arranged and/or Unarranged Overdraft with us where you are (or you become) an RFL.

And, if any of the above applies, you will be in breach of these Conditions and we can close your account on giving you immediate notice or less notice than that specified in Condition 19.2 in Section A.

We may also close your account at any time without notice where we are aware that keeping your account open would be unlawful or cause us to be in breach of any of our legal or regulatory requirements.

19.4 If you, or we, close your account, then:

- a) where you are in credit, we will help you switch to a different account, or give you back your money plus any interest you have earned, less any pending fees and interest you owe and less any payments you have requested before the account was closed; or
- b) where you are overdrawn, you must pay off the overdraft, all fees and interest.

19.5 These Conditions continue until any cheques issued and any money you owe us has been paid, and all Cards and chequebooks have been returned to us.

19.6 Where you pay a regular fee for your account, we will refund you a proportion of the fee that relates to:

- a) payment/withdrawal services on your account; and
- b) any period after the date of closure which your last regular payment covered.

## 19.7 Current accounts

If you open a new account with another bank or building society which offers the Current Account Switch Service ('the Switch Service') and you ask to switch your account with us to your new bank or building society using the Switch Service, you will sign a Current Account Switch Agreement and an 'Account Closure Instruction' form asking them, on your behalf, to instruct us to close your account with us. Once the 7 day Switch Service starts, your instruction to close your account will be received by us and cannot be changed. We will close your account on the date your switch completes (or when you have repaid any money owing on your account with us, if later). For further details, visit [currentaccountswitch.co.uk](http://currentaccountswitch.co.uk)

The Current Account Switch Agreement Service Conditions will be provided to you by your new bank or building society.

If your annual turnover is £6.5 million or less and your current account is closed we will, depending on the reason for closure, provide you with access to information on the transactions on your account that have taken place in the 5 years prior to the account closure, unless you tell us you do not want this information. You will also be able to request information on transactions on your account before it was closed for up to 5 years following account closure. We will give you more information about this if your current account is closed. Details will also be available on our website.

## 20 Statements

**Summary: This section explains that we will send you account statements.**

20.1 For accounts with more than one signatory we will send one statement addressed to the business, unless you tell us in

writing that you need additional statements addressed to specific individuals.

20.2 Information about your transactions will be available on a daily basis via Online Banking. You'll receive all other documents and statements by post unless you've chosen paper-free in Online Banking. If you've chosen paper-free, your statements for this product, as well as some of your letters, will be sent to your document store in Online Banking. You'll receive an email when a document is ready to view. You can change your preferences on how to receive documents from us within Online Banking at any time.

20.3 We will send or make available statements at the frequency set out in your Key Facts Document.

## 21 Alerts service

21.1 Account Administrators and other relevant individuals (such as legal representatives, individuals who have been granted a power of attorney or other individuals involved in the running of the business) can choose to register for a free alerts service on your current account. This means that we will automatically send them messages about Arranged and Unarranged Overdrafts to help you avoid or minimise any charges. We may also register Account Administrators and other relevant individuals for other alerts to help you manage your account in the future.

The alerts will be sent by SMS. Alternatively, if Account Administrators and other relevant individuals currently receive these alerts by email, they will continue to do so unless they tell us otherwise. If they have Mobile Banking, we may choose to send these alerts by push notification in the future.

Once registered, Account Administrators and other relevant individuals can opt out or update the mobile number used for alerts in Online Banking, in branch or by calling us.

21.2 We can also provide other alerts which allow Account Administrators and other relevant individuals to obtain information relating to the balance and transactions on your account. Account Administrators and these individuals can find out more details about these alerts and request to receive them in Online Banking, visiting a branch or by calling us.

If Account Administrators and other relevant individuals have Online Banking, they automatically have access to this alerts service. They can change or cancel alerts at any time through Online Banking, in branch or by calling us.

21.3 We will only send each message once to each Account Administrator or individual who has signed up to the service. If they delete a message we cannot send it again.

21.4 All balances in any alert will be correct as at the date and time stated in the alert. The balance may include transactions that are still being processed and therefore subject to change.

21.5 If we do not send an alert or if it is inaccurate, we will only be responsible for any charges you incur on your account which you could otherwise have avoided.

## 22 Tax

22.1 Interest will be paid without tax deducted (gross). For individual customers, if the total amount of interest you receive in any tax year exceeds any Personal Savings Allowance to which you're entitled, you may have tax to pay at the applicable rate. This would need to be paid directly to HM Revenue & Customs (HMRC). For more information, please visit [gov.uk](http://gov.uk) and search for 'Personal Savings Allowance'.

## 22.2 Tax – applicable if you are covered by the tax requirements of another country

22.2.1 We may be legally obliged to disclose information about you, any underlying 'controlling persons' and your account to HMRC, who may in turn pass this on to other tax authorities in line with international agreements or treaties that may be in force.

You agree that we may provide any documentation or information to HMRC that they may be obliged to share with an overseas tax authority in accordance with the provisions of any law, legislation or regulation of the UK, including the identity of any 'controlling persons'.

22.2.2 You will agree to provide us with personal information (including any personal information in relation to any 'controlling persons'), declarations or certifications that we are required to retain by law within 30 days of us making a request to you to enable us to determine whether your account details will need to be reported to HMRC or another overseas tax authority in line with Condition 22.2.1 in Section A above.

22.2.3 In line with Condition 22.2.1 in Section A above, you agree to inform us promptly, in writing, if there are any changes that would affect any certifications that have been given previously in relation to:

- a) the nature of your business;
- b) the ownership of your business;
- c) the sale or purchase of other businesses;
- d) any underlying 'controlling persons'; or
- e) the tax residence of any underlying 'controlling persons' of which you become aware.

22.2.4 We will not be liable to you for any loss you may suffer if we disclose information in accordance with our legal obligations.

'Controlling persons' means the natural person(s) exercising control over the company, partnership or trust. In the case of a trust, this could include the settlor, the trustees or the beneficiaries, including persons holding equivalent roles irrespective of their title.

## 23 Transferring your account

23.1 We can transfer all or any of our rights in relation to your account. We can also transfer any of our obligations but only to someone we consider capable of performing them.

This includes us appointing an agent to recover debts, or transferring our rights to a third party for any monies owed by you to us. If we transfer our rights in respect of an overdraft on your account we will give you personal notice in advance of the transfer.

23.2 You cannot transfer any of your rights or obligations in relation to your account to someone else. This means that you cannot, for example, use the funds on your account as security for money you borrow from someone else. This does not affect any transfer that takes effect by law, for example under your will.

23.3 Our relationship is with you and we will not recognise the interest or claim of any other person unless we are required to do so by law.

## 24 Notices and contacting you about your account

24.1 Any notice must, unless otherwise specified, be given in writing:

- a) By you to us, at any of our branches or to: 2 Triton Square, Regent's Place, London NW1 3AN, or in relation to your Cards, to the Manager, Card Services, Santander House, 201 Grafton Gate East, Milton Keynes MK9 1AN.
- b) By us to you, either:

- i) by personal notice to you; or

- ii) in accordance with Conditions 17 or 18 in Section A.

24.2 We may contact you by post at the address you have given us or, where you have provided us with your email address, mobile phone number or you have registered with our Online Banking Service, we may contact you by email, text or secure message. This means we may, for example, send you notice of changes to these Conditions or the Specific Conditions via one of these methods. Where you have given us more than one address, we may contact you at the preferred address we hold for you unless you tell us otherwise. Please remember that communications may contain confidential information and if anyone else has access to your email inbox or mobile phone messages, they may be able to see this.

24.3 If you do not want us to contact you by email, text or secure message:

- a) you may ask us at any time not to continue to do so and to indicate your future communications preference;
- b) we may still contact you with marketing information using these contact methods, unless you have separately told us not to do so;
- c) you cannot opt out of email or secure message if it is a condition of your account that it is managed online; and
- d) you cannot opt out of text messages if you have subscribed to mobile banking.

24.4 If we need to contact you urgently for important service or operational reasons, for example where we suspect fraud on your account, you may continue to receive important messages by the contact methods referred to in Condition 24.2 in Section A. In some cases, we may still contact you by post, for instance where there is a legal obligation to do so.

24.5 You must ensure that the contact details you provide are accurate. It is therefore important that you notify us of any name, business and personal address, email or mobile phone number changes. If you do not inform us of any changes you may not receive important account information, including notices of changes (for example changes to these Conditions or the Specific Conditions, interest rates and fees) or pre-notification of fees or overdraft interest rates that are to be applied to your account. In this instance, these changes or fees/interest rates will still be applied. You will be able to find the latest version of these Conditions and the Key Facts Documents on our website, in your local branch or by contacting us by phone using the contact details provided in these Conditions.

## 25 Inability to provide services

If we are unable to provide services because of causes beyond our control, we will not be responsible for any loss you suffer.

## 26 Call recording/monitoring

To help us improve our service we may record or monitor phone calls.

## 27 Enforcement costs

We can charge your account with our reasonable costs of enforcing these Conditions or the Specific Conditions. These costs can include costs in tracing you, collection agency costs and legal costs. These costs are due and payable immediately.

## 28 Law

28.1 English law applies to these Conditions (unless your Specific Conditions say otherwise). You and we agree the courts of England and Wales will have jurisdiction to hear any disputes arising in relation to these Conditions, except where:

- a) you open your account in a branch in Scotland, where the courts of Scotland will have jurisdiction; or
- b) you open your account in a branch in Northern Ireland, where the courts of Northern Ireland will have jurisdiction.

- 28.2** These Conditions are available only in English and all communications from us will be in English. We will only accept communications and instructions from you in English.
- 28.3** You and we agree that we do not intend that these Conditions (including the Specific Conditions within the Key Facts Document) should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to these Conditions.

## **29 When we can use money between accounts**

- 29.1** Except in the case of Designated or Undesignated Client Accounts or accounts held in trust, 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. Where possible we will give you advance notice, unless we reasonably think that you may move your money to stop us.
- 29.2** We can also apply Condition 29.1 in Section A to pay money you owe on other accounts which you hold with any other member of the Santander Group of companies in the UK.

## **30 Entire agreement**

- 30.1** These Conditions (including the Specific Conditions within the Key Facts Document) are all the terms agreed between you and us regarding your account.
- 30.2** Each Condition (including any Specific Condition) is separate from all other Conditions, so that if one Condition is found to be invalid or unenforceable it will not affect the other Conditions.

## **31 Making a complaint**

- 31.1** If for any reason you're unhappy with the service we've provided then please contact our dedicated complaints department on 0800 171 2171. We'll aim to provide you with a decision as quickly as we can. Our complaints leaflet is available upon request and contains further information on our complaints process, including the handling timescales. This information is also available on our website at [santander.co.uk](http://santander.co.uk). You may also be able to refer your complaint to the Financial Ombudsman Service. Details of how to complain to the Financial Ombudsman Service are available at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).
- 31.2** If you think we've failed to meet our legal requirements under the Payment Services Regulations ('PSRs'), you can complain to the FCA using the contact details on their main contact page: [fca.org.uk/contact](http://fca.org.uk/contact). The PSRs require us to provide you with appropriate information about your transactions and consider complaints in a timely manner, among other things. For more information, visit [fca.org.uk/consumers/how-complain/submit-information-payment-services-e-money-firm](http://fca.org.uk/consumers/how-complain/submit-information-payment-services-e-money-firm).

## **32 Important information about compensation arrangements**

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors, including most individuals and businesses, are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to the current FSCS limit.

In respect of accounts with more than one Account Administrator, each individual is treated as having a claim in respect of their share so, for an account held by two eligible

depositors, the maximum amount that could be claimed would be the current FSCS limit each. The current FSCS limit relates to the combined amount in all the eligible depositor's accounts with the bank, including their share of any account in which they are an Account Administrator, and not to each separate account.

Eligible business and corporate accounts are treated as separate entities so are entitled to claim up to the current FSCS limit. Sole traders do not have a separate legal status, so their sole trader business balances will be added to their personal balances and the total claim may not exceed the current FSCS limit.

For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website at [www.FSCS.org.uk](http://www.FSCS.org.uk) or call the FSCS on 020 7741 4100 or 0800 678 1100. Please note only compensation related queries should be directed to the FSCS. Santander UK plc is an authorised deposit taker and accepts deposits under this name and the cahoot and Santander Corporate & Commercial Bank trading names.

## **33 Dormant accounts**

- 33.1** If you do not make any transactions on your account for one year in the case of current accounts and three years in the case of savings accounts then we may treat your account as being dormant to remove the risk of fraudulent activity. This means that we will stop sending you statements, letters and cards.

To make your account active again, you will have to show personal identification such as a passport or a driving licence.

Please call us by using the contact details provided in these Conditions for further advice.

- 33.2** We participate in the unclaimed assets scheme established under the Dormant Bank and Building Society Accounts Act 2008. The purpose of the scheme is to enable money in dormant accounts (i.e. balances in accounts that have been inactive or dormant for 15 years or more) to be distributed for the benefit of the community while protecting the rights of customers to reclaim their money.

Under the scheme, we may transfer balances of dormant accounts to Reclaim Fund Limited (RFL). RFL is a not-for-profit reclaim fund which is authorised and regulated by the Financial Conduct Authority (FCA).

If we transfer the balance of your account to RFL, you will have against RFL whatever right to payment of your balance you would have had against us if the transfer had never happened. However, we will remain responsible for managing all aspects of the customer relationship with you and for handling all repayment claims (which we will do on behalf of RFL). Therefore, you should continue to contact us in the usual way if you have any queries or complaints in relation to your account or balance.

Both we and RFL participate in the Financial Services Compensation Scheme (FSCS). The transfer by us to RFL of your balance will not adversely affect any entitlement you have to compensation from the FSCS.

If you make your account active again before we transfer the balance of your account to RFL, it will not be transferred to RFL. For details of how to reclaim your money please go to our website or into one of our branches.

## **34 Your information**

- 34.1** You consent to us using your information to provide payment services to you. If you withdraw this consent, we will stop providing payment services but may still use your data where we have lawful grounds to do so (for example because we need to retain records for regulatory purposes).

# Section B

## Section B1 – Current Account Terms and Conditions

### 1 Introduction

These Conditions apply to all current accounts no matter which type of current account you have chosen. Where relevant, Specific Conditions may also apply to your chosen current account. The Specific Conditions are provided to you when you open your account within the Key Facts Document. If a Specific Condition differs from these Conditions, that Specific Condition is the one that applies.

### 2 Payments into your account

- 2.1 You may need to make regular payments into your current account and this will be notified to you before you open your current account. Please see the Key Facts Document.
- 2.2 If you do not maintain regular payments into your current account, we may close the account. For more details on our rights to close your current account, see Condition 19 in Section A of these Conditions.
- 2.3 You may also be expected to pay a minimum regular amount into your current account in order to benefit from specific account features. If this is the case, we will notify you of the minimum amount required and how often the payments must be made in the Key Facts Document.
- 2.4 You must not deposit more than 6% of your annual turnover in coin and we may not accept individual deposits of coin that exceed £250. The total annual deposit limit on your account is detailed in the Key Facts Document. If you exceed the deposit parameters, we reserve the right to alter your charges or offer you an alternative account.
- 2.5 Cash may be deposited by making a payment at a Nominated Office by use of a Card up to an agreed limit of £20,000 per deposit and must not include more than £250 of coin per deposit. Some Nominated Offices may apply lower limits and will tell you this when you make the payment. A receipt will be provided for the value of the cash deposited. We shall not be liable for loss of cash sent to us by any other method.

### 3 The cash card or debit card

- 3.1 If you do not have a cash card or debit card, and your current account allows you to have one at any time (subject to your circumstances), you may request one by contacting us, and we will send you a cash card or debit card and a PIN along with written details explaining its key features.
- 3.2 **Using your cash card or debit card**
  - a) You may need to activate your cash card or debit card once you have received it, in accordance with the instructions received.
  - b) Your cash card or debit card can be used to withdraw cash.
  - c) Fees may be payable for some uses of the card. These are detailed in the Key Facts Document.
  - d) You can change the PIN for your cash card or debit card at any LINK cash machine which has a PIN Service facility.
- 3.3 If a cash card or debit card is sent to you, we will renew it from time to time with the same type of card or a different type of card covered by the agreement which you qualify for at that time.

### 3.4 The debit card – authorisation and refunds of debit card transactions

- a) We may be requested to authorise a purchase or other payment you make with your debit card before it can be completed. If we do, your current account balance will be reduced by the amount of the authorisation. We may refuse a request for authorisation.
- b) Once a purchase or other payment with your debit card has been carried out, you cannot cancel it.
- c) Where a retailer or other person you have paid with your debit card gives you a refund, your current account will be re-credited when we receive the refund.

If the current account tariff for an automated debit applies to your account, it will be debited from your account for each cash machine withdrawal, or payment for goods and services. Please see the Key Facts Document for details.

### 4 Refunding debit card and Direct Debit transactions

- 4.1 You may ask us to refund a debit card payment or Direct Debit, if you satisfy all of the following conditions:
  - a) at the time you authorised the payment, the person you agreed to pay did not tell you the exact amount of the payment in question;
  - b) the amount of the payment in question was higher than what you reasonably expected to pay;
  - c) we agree that the amount of the payment was more than you reasonably expected, taking into account your previous spending patterns, any relevant Conditions in these Conditions or the Specific Conditions found in the Key Facts Document (including any spending limits on your current account) and any other relevant circumstances, and we may ask you to provide such information as is reasonably necessary for us to assess this; and
  - d) you ask us to make the refund within 8 weeks of the date the payment is taken from your current account.
- 4.2 If you make a request for a refund under Condition 4.1 in Section B1 then, within 10 Working Days of the date we receive that request (or, if we ask for more information under Condition 4.1 c) in Section B1 within 10 Working Days of the date we receive that information) we will either:
  - a) refund the payment in full; or
  - b) tell you the reasons why we do not agree to the refund.
- 4.3 You are not entitled to a refund under Condition 4.1 in Section B1 where:
  - a) you (or someone authorised by you) has given us consent directly to make the payment; and
  - b) if applicable, we (or the person you agreed to pay) have given you information on the payment in question at least 4 weeks before the due date of that payment.
- 4.4 You are not entitled to a refund under Condition 4.1 in Section B1 if the reason that the payment in question was higher than you reasonably expected to pay is due to a change in any currency exchange rate.
- 4.5 Nothing in this Condition 4 in Section B1 limits your rights under the Direct Debit guarantee scheme.



## 5 Cancellation of Direct Debits and standing orders

- a) You may cancel a Direct Debit up to the end of the Working Day preceding the day agreed for debiting the funds unless we and the person or organisation that collects it agree otherwise in writing. To cancel the Direct Debit you should give us details of the date and amount of the payment you want us to cancel and the name of the person you asked us to pay and the reference. You should also advise the person or organisation that collects it. You may also cancel a Direct Debit by only telling the person or organisation that collects it and not telling us, but they will need longer to cancel it.
- b) You may cancel a standing order by telling us. You can do this up to the end of the Working Day preceding the day before it is due to be debited. To cancel a standing order you should give us details of the date and amount of the payment you want us to cancel and the name of the person you asked us to pay.

## 6 Cheques

You must not write a future date on a cheque. If you do, and the cheque is presented for payment before that date, it may be paid immediately or returned unpaid. In either case, we will not be responsible for any loss.

## 7 Overdraft services

### 7.1 Requesting an overdraft

- a) Depending on the type of current account that you hold with us you may be able to borrow money from us by way of an Arranged Overdraft or Unarranged Overdraft on your current account.
- b) An overdraft is intended as a form of short term borrowing and is generally not suitable for long term borrowing. These facilities are not available on all accounts and for some accounts an Unarranged Overdraft will only be available in very limited circumstances.
- c) Details of which facilities are available, plus details of applicable fees and interest rates are set out in the Key Facts Document. Whether you will be charged fees or interest in respect of these overdraft services depends on your particular type of account and this is also explained in the Key Facts Document. You will be given a copy before you apply for your current account. You can also find details of all our interest rates and fees on our website, or by contacting us using the contact details provided in these Conditions.

### 7.2 Arranged Overdrafts

- a) You can talk to us about requesting an Arranged Overdraft, during or at any point after opening an account with us. If you are an existing customer you can request an increase to or a reduction of an existing Arranged Overdraft limit by talking to us in branch, via Online Bank or over the phone.

After reviewing your request, we may either:

- i) agree to your request;
  - ii) offer you a different Arranged Overdraft than the amount you request; or
  - iii) refuse your request.
- b) When you request an Arranged Overdraft, we will tell you how long it is likely to take for us to process your request. If we agree to give you an Arranged Overdraft, we will tell you when the Arranged Overdraft will become available to you.

Depending on your particular account, interest may be payable by you at the Arranged Overdraft rate on any money you borrow by way of an Arranged Overdraft. Please see the Key Facts Document for details on whether the Arranged Overdraft rate applies to your particular type of account.

- c) Depending on your particular account, an Annual Fee may be payable by you for every year in which you are given an Arranged Overdraft or in which you continue to use an existing Arranged Overdraft. Please see the Key Facts Document for details on whether an Annual Fee applies to your particular type of account. Please note that if we agree to your request to increase your Arranged Overdraft limit, we will treat this as a new Arranged Overdraft and you will have to pay another Annual Fee.

### 7.3 Unarranged Overdrafts

- a) Without contacting us at all, you can also request an overdraft by trying to make a payment from your current account:
  - i) where you do not have enough available money in your account to make the payment and you have no Arranged Overdraft; or
  - ii) the payment causes your current account to go over, or further over, any Arranged Overdraft limit we have previously agreed with you,

and in either case this is referred to as an 'Unarranged Overdraft' request.

- b) You will automatically be treated as requesting an Unarranged Overdraft on an applicable account if you do not have enough available money in your current account, or enough unused Arranged Overdraft with us and;
  - i) you try to make a payment from your current account using your debit card or by cheque;
  - ii) you try to withdraw money from your current account;
  - iii) you have made one or more payments from your current account against a cheque which is later returned as unpaid;
  - iv) you try to make a payment against a deposit in your current account which has not been processed;
  - v) you allow an automated payment, such as Direct Debit or standing order, to be processed on your current account; or
  - vi) fees or interest are charged to your account.
- c) We may agree to give you an Unarranged Overdraft or we may refuse to do so. If we agree to your Unarranged Overdraft request, we will give you an Unarranged Overdraft to cover the amount of the withdrawal or the payment involved. You won't incur any charges for this.

### 7.4 General conditions for all overdrafts

- a) You can repay your overdraft, or cancel your Arranged Overdraft at any time. To cancel your Arranged Overdraft you must pay off the whole of the overdrawn balance on your current account before the cancellation can be completed. You must also pay all the fees and interest applicable to your overdraft. Please note that your right to cancel at any time is separate from the 14 day cancellation period we give you when first opening your account under Condition 19 in Section A.

- b) We have the right to change your Arranged Overdraft limit at any time. We can also require you to repay the whole or any part of your Arranged and/or Unarranged Overdraft at any time. We will usually give you 30 days' notice of our intention to change your Arranged Overdraft limit or repay the whole or any part of any overdraft, however we may do either of these things without advance notice to you where it would be reasonable for us to do so, for example if:
- i) you are in breach of any of these Conditions or the Specific Conditions;
  - ii) you fail to make payments into an account at least once in every calendar month during which the account is overdrawn (the minimum amount of the payments being 5% of the Arranged Overdraft limit);
  - iii) you are in breach of any financial obligation you owe to us or anyone else;
  - iv) any step, application or proceeding is taken by you, or in respect of the whole or any part of your undertaking, for a voluntary arrangement or composition or reconstruction of your debts, winding up, dissolution, administration, receivership (administrative or otherwise) or bankruptcy or, if you are a partnership, an individual voluntary arrangement of the debts of, or the bankruptcy of, any of your partners;
  - v) any distress or execution is levied on or affects any of your property or assets or, if you are a limited liability partnership, the property or assets of any of your members;
  - vi) you cease to carry on business; or
  - vii) in the case of a sole trader only, you die.
- c) We also have the right to pay off or reduce any overdrawn balance on your current account by transferring funds from any other accounts you have with us (other than a mortgage account).

- d) You must bring your account into cleared credit from time to time. As a minimum, this will mean once a year or if the Arranged Overdraft facility is specified for a shorter period, on expiry of that period.
- e) We may request that you provide a personal guarantee to cover your overdraft facility.

## 8 Interest and fees

Please see the Key Facts Document for details of when fees for standard account services and interest due from you are payable, when they will be taken from your account and when interest is payable to your account.

## 9 Use of your account

9.1 It is also a condition of your account that each statement month you must:

- a) credit your account; and
- b) use your account to carry out transactions.

9.2 Where you continually do not meet the requirements in Condition 9.1 in Section B1 we may either:

- a) close your account; or
- b) convert your account to an alternative account from our product range which is more appropriate for you. We will notify you in writing if we propose to do this.

## 10 Cheque clearance timescales

The Key Facts Document gives information on cheque, counter cheque and banker's draft processing, when funds will be made available to you, when interest starts to be earned from and when you can be sure the money is yours.

## Section B2 – Savings Account Terms and Conditions

### 1 Introduction

These Conditions apply to all savings accounts and will apply no matter which type of savings account you have chosen. Where relevant, Specific Conditions may also apply to your chosen savings account. These Specific Conditions can be found in the Key Facts Document, which will be provided to you when you open your account. If a Specific Condition differs from these Conditions, that Specific Condition is the one that applies.

### 2 Overdrafts

Our overdraft services are not available on savings accounts.

### 3 Wage and salary mandates

We do not accept wage or salary mandates into savings accounts.

### 4 Cheque clearance timescales

The Key Facts Document gives information on cheque, counter cheque and banker's draft processing, when funds will be made available to you, when interest starts to be earned from and when you can be sure the money is yours.

## Section B3 – Current Account Switch Agreement – Service Conditions

### Current Account Switch Guarantee

We have designed the Current Account Switch Service to let you switch your current account from one bank or building society to another in a simple, reliable and stress-free way. It will only take 7 Working Days. As your new current-account provider we offer the following guarantee.

- The service is free to use and you can choose and agree your switch date with us.
- We will take care of moving all your payments going out (for example, your Direct Debits and standing orders) and those coming in (for example, your salary).
- If you have money in your old account, we will transfer it to your new account on your switch date.
- We will arrange for payments accidentally made to your old account to be automatically redirected to your new account. We will also contact the sender and give them your new account details.
- If there are any issues in making the switch, we will contact you before your switch date.

If anything goes wrong with the switch, as soon as we are told, we will refund any interest (paid or lost) and charges made on either your old or new current accounts as a result of this failure.



### Current Account Switch Agreement – Service Conditions

#### 1 The Current Account Switch Service

- 1.1 The Current Account Switch Service Guarantee is issued by us after you have consented to this Agreement and Account Closure Instruction. This means that if you have any questions regarding your switch these should be directed to us, unless otherwise advised.
- 1.2 There is no charge for the Current Account Switch Service, although there may be other taxes or costs that are not charged by us or paid via us.
- 1.3 You can change the Switch Date at any time up until the close of business 7 Working Days before the Switch Date that you have previously agreed with us.
- 1.4 The switch process begins 6 Working Days before the Switch Date. We will tell you that the switch is underway and when it is completed, and also if there is any reason why your switch request cannot be initiated or completed.
- 1.5 We will ensure that your existing regular payment mandates directly linked to your Old Account (e.g. Standing Orders, Direct Debits and bill payment mandates) are set up on your New Account and details of your existing payment beneficiaries are transferred to your New Account. In cases where we cannot match the payment frequency of your existing regular payment mandates, we will contact you to agree alternative arrangements. **Note: If you have arranged to make recurring payments using your Old Account debit card number, your Old Bank won't know your New Account debit card number so won't be able to transfer these to your New Account. This means that there is no guarantee that payment requests sent to your Old Account will be redirected to your New Account. The supplier may contact you to request the details of your New Account debit card. We recommend that you contact the supplier to set up a new recurring payment to ensure any service you receive (e.g. insurance) is not interrupted.**
- 1.6 We will also transfer any future dated payments (e.g. with a due date after your Switch Date) that you set up on your Old Account more than 6 working days before your Switch Date to your New Account to ensure these are made on the date originally requested.
- 1.7 The regular payment mandates that we will set up on your New Account as part of the switch will be in operation from the day after the Switch Date.
- 1.8 If you have any existing regular payment mandates that are non-sterling, or that quote a BIC or IBAN, these won't be switched to your New Account automatically. If we can facilitate non-sterling mandates, or ones that quote a BIC or IBAN, you will have to provide us with the relevant details separately so that we can set up them up on your New Account.
- 1.9 If you make any changes to your regular payment mandates on your Old Account or set up any new payment beneficiaries on your Old Account on or after the sixth Working Day before the Switch Date you must tell us, otherwise these changes will not be implemented on your New Account.
- 1.10 Your Old Bank will forward any funds remaining in your Old Account to your New Account on the Switch Date. There may be a short period when the balance is being transferred when it will not be possible to access the funds being transferred.
- 1.11 Funds will be retained by your Old Bank to cover any transactions made before the Switch Date on your Old Account which are still in the process of being cleared on the Switch Date. On the day that your Old Bank no longer needs to retain funds to cover transactions that are being cleared, it will transfer them to your New Account and they will be credited to your New Account no later than the next Working Day. Funds will also be retained by your Old Bank to cover debit card transactions that have already been authorised but which have not yet been paid out of your Old Account.
- 1.12 If you have outstanding debt on your Old Account (including any fees or charges) after the Switch Date, your Old Bank will tell you. You are liable for any outstanding debt on your Old Account remaining after the Switch Date.
- 1.13 For 3 years after the Switch Date if your Old Bank receives payments or requests for payments which relate to your Old Account, subject to compliance with applicable laws, it will redirect these to your New Account. However, if there is an outstanding debt on your Old Account, your Old Bank is entitled to use any funds or payments it receives (including by cheque) in full or part settlement of the debt on your Old Account. The originators of any redirected payments or payment requests will be advised of your New Account details.
- 1.14 In the unlikely event that payments continue to be redirected to your New Account during the 13 months leading up to the end of the 3 year redirection period we will automatically extend the redirection service and the terms of this Agreement until such time as there is a 13 month period when no Direct Debits, Bacs Direct Credits or Faster Payment transactions have been automatically redirected by the

central redirection service. Consequently payments made with intervals of more than 13 months will be disregarded.

- 1.15 For 3 years after the Switch Date, or longer in accordance with section 1.14 of this Agreement, payments received in pounds from within the UK by your Old Bank will be redirected and credited to your New Account on the same Working Day that they were received by your Old Bank.
- 1.16 For 3 years after the Switch Date, or longer in accordance with section 1.14 of this Agreement, payments received by your Old Bank in any currency other than pounds will be redirected in the same currency as your Old Bank receives them on the day that the funds are made available to your Old Bank. In certain circumstances it may be necessary for your Old Bank to redirect the payment to us in pounds. If this happens the Old Bank will provide us with full details of the exchange rate used and we will tell you.
- 1.17 Both we and your Old Bank have cut-off times (which may vary depending on the currency of the payment received) after which any payments received are treated as being received on the following Working Day. For details of your Old Bank's cut-off times you should contact your Old Bank and for details of our cut-off times you should contact us (please refer to section 4 of this Agreement for details of how to do this).
- 1.18 You can stop any payment(s) being redirected by your Old Bank to your New Account by contacting us (please refer to section 4 of this Agreement for details of how to do this). You need to do this by close of business on the Working Day before you expect the payment to be received by your Old Bank. **However, please be aware that if you stop your Old Bank redirecting a payment to us, this will mean that your Old Bank will stop redirecting any and all future payments and requests for payments to us from that date. Instead, any payments made to, or requests for payments from, your Old Account will be returned to the payment originator with the reason 'account closed'.**
- 1.19 If you have used your Old Account debit card before the Switch Date to make payments which have not been authorised and paid by your Old Bank out of your Old Account before the Switch Date, we will pay them out of your New Account (subject to the availability of funds).
- 1.20 If any cheques drawn by you on your Old Account have not been presented to your Old Bank for payment before the Switch Date, we will pay them out of your New Account (subject to the availability of funds). This is dependent on whether or not we are a cheque issuing bank and we have advised you in advance that we will not pay cheques drawn on another bank.
- 1.21 If you have asked your Old Bank to stop a cheque drawn on your Old Account and you change your mind, we may not be able to cancel that stop instruction. If you wish to place a stop on a cheque drawn on your Old Account after the Switch Date you must contact us (please refer to section 4 of this Agreement for details of how to do this) to make this request.
- 1.22 You must not use your Old Account chequebook and debit card details after the Switch Date and you should destroy your Old Account chequebook and debit card promptly after the Switch Date.
- 1.23 The Current Account Switch Service doesn't include payment arrangements that are held by third party providers. If you think you may have any payment arrangements like this please contact us for advice.

- 1.24 In the event that your Old Bank withdraws the service and your old sort code is no longer able to receive payments because it's withdrawn from the UK payments system the redirection service will no longer be available with effect from the date your old sort code was removed from the UK payments system.

## 2 Errors and complaints

- 2.1 You will see details of any funds transferred and any forwarded or redirected payments in the next statement that you receive for your New Account. You should check your statement carefully and let us know as soon as possible if you think there has been an error or if funds haven't been transferred or a payment hasn't been forwarded or redirected as expected.
- 2.2 If something goes wrong with the Current Account Switch Service (for example if a payment is not redirected, is redirected incorrectly, or is lost), we will correct the error, you will receive a refund of any interest and/or charges incurred, paid or lost on your Old Account or your New Account as a result of the failure and we will notify you of any action we have taken and the outcome.
- 2.3 If you have a complaint about the Current Account Switch Service it should be raised with us in the first instance (please refer to section 4 of this Agreement for details of how to do this) and we will deal with it as quickly as possible under our internal complaints procedure, copies of which are available on request. We will tell you if we pass your enquiry on to your Old Bank and advise you how we intend to deal with your complaint from that point.
- 2.4 If we do not resolve your complaint to your satisfaction, you may be able to refer it to the Financial Ombudsman Service, which is the independent service for settling disputes between consumers and businesses providing financial services. Their contact details are:



The Financial Ombudsman Service,  
Exchange Tower, London E14 9SR



+44 (0)800 023 4567



complaint.info@financial-ombudsman.org.uk

## 3 This Agreement

- 3.1 We will give you at least 2 months' notice of changes to the redirection services provided under this Agreement. If you are not happy with the changes, you should tell us and you will be able to end the Agreement immediately and without charge before the changes take effect. If we do not hear from you, we will treat you as having accepted the changes.

### We may make changes:

- to respond proportionately to changes in general law or decisions of the Financial Ombudsman Service;
- to meet regulatory requirements;
- to reflect new industry guidance and codes of practice which improve consumer protection;
- to reflect the introduction of or changes to technologies or other innovations or changes to payment systems or schemes; and
- to help us introduce new or improved systems, methods of operation and new features or services that may benefit you.

- 3.2 If you ask us, we'll provide you with a further copy of this Agreement.
- 3.3 You can end this Agreement at any time by contacting us. If you end this Agreement all payment redirection activities will stop (see section 1.18 above for what will happen if payment redirection activities stop).
- 3.4 We will stop the switch and/or suspend redirection activities if we have reasonable grounds to suspect fraud perpetrated by a third party or we consider it appropriate for your protection or to comply with our statutory duties. Unless we are unable to contact you or there is a legal reason or other circumstances beyond our control preventing us from doing so, we will tell you before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible we will do so as soon as we can afterwards. You are responsible for all losses incurred by you if you have acted fraudulently.
- 3.5 We may, at any time, transfer to any person or business any or all of our rights and duties under this Agreement. We will only do this if you are no less favourably treated after the transfer than beforehand.
- 3.6 If your address is in Scotland or Northern Ireland, the laws of Scotland or Northern Ireland (as applicable) apply to this Agreement and the courts of Scotland or Northern Ireland (as applicable) may settle any related dispute. If you live elsewhere, the laws of England and Wales apply to this Agreement and the English courts have non-exclusive jurisdiction to settle any related dispute.

#### 4 Contacting us

- 4.1 You can contact us by:



Visiting your local branch



Writing to us at 9 Nelson Street, Bradford BD1 5AN



Secure message via our website – [www.santander.co.uk](http://www.santander.co.uk) – Contact Us – General Enquiries



Telephoning us on 0800 731 6666

- 4.2 We will only communicate with you in English and we will use the contact details you have given us to contact you by phone, post, by e-mail or by text.
- 4.3 Our head office details are: 2 Triton Square, Regents Place, London, NW1 3AN.
- 4.4 We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number 106054).

#### Your Right to Cancel this Agreement

You have a 14 calendar day period in which you can contact us to cancel this Agreement. The 14 day period begins the day after you authorise us to switch your account, unless you have agreed to the switch before receiving this Agreement for signature (e.g. online or over the phone), in which case the 14 day period begins the day after you receive this Agreement. If you cancel this Agreement, any account switch processes already completed cannot be reversed or unwound.

The following points describe what will happen if you exercise this right to cancel the Agreement at key times during the switch.

#### 1. At least 7 Working Days before the switch date:

- You can continue to use your old bank account because it will not be closed.
- Details of the payment beneficiaries and regular payment mandates on your old account will not be transferred to your new account.
- No balance transfer will take place.
- No payment redirection activities will be undertaken.

#### 2. During the 6 Working Days before the switch date:

- Your old account will be closed from the switch date because your account closure instruction cannot be cancelled.
- Details of the payment beneficiaries and regular payment mandates on your old account will still be transferred to your new account and you will need to contact us (please refer to section 5 of this Agreement for details about how to do this) if you wish to cancel any of them.
- The transfer of your old account balance to your new account will be stopped provided we have enough time to notify your old bank that you have cancelled the Agreement before your old bank closes for business on the Working Day before the switch.
- No payment redirection activities will be undertaken after the switch date.

#### 3. On the switch date, or later (and within the 14 day cancellation period):

- Your old account will be closed from the switch date because your account closure instruction cannot be cancelled.
- Details of the payment beneficiaries and regular payment mandates on your old account will still be transferred to your new account and you will need to contact us (please refer to section 5 of this Agreement for details about how to do this) if you wish to cancel any of them.
- The balance transfer from your old account to your new account will have been completed.
- No payment redirection activities will be undertaken after the day that you cancel this Agreement.

If you change your mind after the switch has started, you might want to consider waiting until after the switch date. You can then request another bank or building society to switch your account from us. Please note that you may not be able to switch back to your old bank or to the type of current account you held with your old bank.

## CURRENT ACCOUNT SWITCH DATA PRIVACY NOTICE

### YOUR INFORMATION; HOW WE USE IT.

In order to fulfil your Current Account Switch in accordance with the terms of the Current Account Switch Agreement, we collect, process, share and keep your information. This privacy notice sets out everything you need to know about what happens to your information when you choose to use the Current Account Switch Service

Capitalised words are defined either in this privacy notice or in the Current Account Switch Agreement.

## 1 STARTING THE SWITCH

### 1.1 Information we process

When you set up your new current account with us, we collect and process your name, address, and contact details, and give you a new account number and sort code. If your new account is a joint account, we also collect and process the joint account holder's name, address and contact details. Together, this is your New Bank Information.

## 2 DURING THE SWITCH

### 2.1 Use of your information

When we receive your signed Current Account Switch Agreement, we send your New Bank Information, to your Old Bank to make sure that the correct account with your Old Bank will be closed and all regular payment arrangements are switched to your new current account with us. We will also send your Current Account Switch Agreement and Account Closure Instruction to your Old Bank if they request it.

When your Old Bank receives your New Bank Information from us, they send us your old bank account information so we can set up your regular payment arrangements on your new current account. Regular payment arrangements means Standing Orders, Direct Debits and future dated payments, unpresented cheques pre-dating the switch, as well as details of the payment arrangements that you set up using your Old Bank on-line banking system (including mobile banking Apps) more than 6 working days before your switch date.

We collect, process, share and retain your information because you have signed the Current Account Switch Agreement and requested a switch. If for any reason you object to us processing your information we cannot fulfil your switch request.

We also use your information to deal with any queries you may have during or after the switch process and any queries relating to your regular payment arrangements. This is to ensure that you are happy with the switch service and your regular payment arrangements continue to operate successfully.

### 2.2 Sharing your Information

In addition to sharing your New Bank Information with your Old Bank, we also share your New Bank Information with payment system operators and the provider of the payment system software. We do this so that any regular payments initiated using automated, online and telephone banking means or single payments made by cheque whether made by you, or received by you, will continue to be made from or received into your new current account. It also helps us resolve any queries you may have. This ensures that your switch makes no difference to the people and organisations you are paying or receiving payments from.

We will also share your New Bank Information with organisations that you have payment arrangements with in circumstances where we are dealing with regular payment arrangement complaints.

## 3 AFTER YOUR SWITCH

### 3.1 Keeping your information

Your New Bank Information is used by us for a number of purposes. The Current Account Switch Service is only one of those purposes. Your information that relates solely to the Current Account Switch Service will be kept by us so that we can complete the switch and address any future queries or disputes relating to your switch. These include queries or disputes relating to any of your payment arrangements.

We understand our legal obligations relating to your information which include minimum retention periods for accounting and legal documents. Where it is possible to minimise or reduce the amount of your information that is stored, we make sure this takes place.

## 4 AT ANY TIME

### 4.1 Contacting Us

You can contact us by:

- Visiting your local branch
- Writing to us at 9 Nelson Street, Bradford BD1 5AN
- Secure message via our website – [santander.co.uk](https://santander.co.uk) – Contact Us – General Enquiries
- Telephoning us on 0800 731 6666

**4.1.1** We will only communicate with you in English and we will use the contact details you have given us to contact you by phone, post, by e-mail or by text.

**4.1.2** Our head office details are: 2 Triton Square, Regents Place, London, NW1 3AN

**4.1.3** Our data protection officer details are: Data Protection Officer (DPO), 201 Grafton Gate East, Milton Keynes, MK9 1AN

#### 4.2 Your Information Rights

You have a number of rights in relation to your information. You can:

- i) Access and obtain a copy of your information;
- ii) Require us to change incorrect or incomplete information;
- iii) Require us to delete or stop using your information but only where the information is no longer necessary for the purposes of the switch; and
- iv) Object to us using your information but only where we no longer need to process it.

Please use the contact us details above if you wish to exercise any of your rights. Where possible we will let those organisations we share your information with know if we make any changes to your information, delete it or stop processing it.

If you believe that we have not complied with our data processing obligations, you can complain to the Information Commissioner, the data protection regulator in the UK. Website [www.ico.org.uk](http://www.ico.org.uk) and telephone number 0303 123 1113.

#### 4.3 Multiple accounts only

Your Old Bank sends us details of your regular payment arrangements. These can include details of regular payment arrangements relating to all accounts you have with your Old Bank, not just the account you have chosen to switch. We recommend you check with your Old Bank to understand if this applies to your Old Bank account before you decide to use the switch service.



## Contact us

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**Speak to your Business Relationship Manager**



**Call us on 0800 731 6666**



**[www.santander.co.uk/business](http://www.santander.co.uk/business)**

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