

# QIB (UK) Plc



## General Corporate Conditions & Corporate Current Account Conditions

Client Signature.....

## About this Booklet

**These General Corporate Conditions & Corporate Current Account Conditions (together, the Booklet) contains the terms and conditions that apply to our corporate current bank account. The General Corporate Conditions contained in Chapter 1 of this Booklet also apply to our Corporate savings account products, in addition to the terms and conditions contained in our separate 'Savings Account Conditions' booklet. If you have any questions, please visit one of our branch or call us on 0207 268 7200 (from within the UK) or +44 207 268 7200 (from outside the UK).**

In this Booklet, reference to "QIB", "us", "we" or "our" is reference to QIB (UK) Plc and reference to "you" or "your" is reference to any individual(s) or business entities that open one of the current or savings accounts referenced in this Booklet.

### Who are we?

We are an Islamic Bank based in the UK with company number 04656003 and are part of the wider Qatar Islamic Bank Group (the **QIB Group**) based in Doha, Qatar. For more information about the QIB Group, please visit [www.qib.com.qa](http://www.qib.com.qa) or contact your Relationship Manager. Please see below for more information about our Relationship Managers.

Our address and registered office is at 43 Grosvenor Street, London, W1K 3HL.

We are a bank authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, with reference number 466577. Our entry on the Financial Conduct Authority's Financial Services Register can be found here: [QIB \(UK\) Plc \(fca.org.uk\)](http://www.fca.org.uk).

Our website can be viewed at [www.qib-uk.com](http://www.qib-uk.com).

### How can you contact us?

We can be contacted using one of the following methods:

- Post: QIB (UK) plc, 43 Grosvenor Street, London, W1K 3HL
- Telephone: 0207 268 7200 (from within the UK) or +44 207 268 7200 (from outside the UK)
- Email: [info@qib-uk.com](mailto:info@qib-uk.com)

### What Terms and Conditions are included in this Booklet?

This Booklet contains the terms and conditions that apply to our Corporate current account.

Where you open a corporate accounts with us, the Corporate Account General Terms and Conditions (the **Corporate Personal Conditions**) (see [Chapter 1 of this Booklet](#)) and the Corporate Current Account Conditions (see [Chapter 2 of this Booklet](#)) will apply to the account in addition to:

- and our Tariff (this document will be provided to you separately and is not included within this Booklet);
- our Debit Card Terms and Conditions; and

- our mobile and internet banking terms and conditions, which will apply when you sign up to and use these services.

Should there be a conflict between a term in the General Corporate Conditions and a term in the Corporate Current Account Conditions, the term contained in the Corporate Current Account Conditions will apply.

#### Savings Accounts

Note that if you open one of our Corporate savings accounts, the General Corporate Conditions will apply to the operation of the savings account, in addition to the account specific conditions that apply to the particular savings account that you have opened with us (the **Corporate Account Specific Conditions**). The Corporate Account Specific Conditions that apply to each of our saving accounts can be found in our separate terms and conditions booklet titled "Savings Account Conditions".

#### **When will you become bound to comply with the terms contained in this Booklet?**

By signing and submitting an application form for the Corporate Current Account, you agree to become bound by the terms contained in this Booklet that apply to the Corporate Current Account (as summarised above).

**The terms and conditions contained in this Booklet set out your rights and obligations as well as the Banks'. It is therefore important that you take the time to read through the terms that apply to your account carefully before submitting an application form for a Corporate Current Account and that you retain a copy for future reference. If you have any queries about any of the terms in this Booklet, please contact your Relationship Manager.**

This Booklet is available on our website and at our branch. You can also request further copies by contacting your Relationship Manager.

#### **Relationship Manager**

In this Booklet we refer to your 'Relationship Manager'. Details and contact information for your Relationship Manager will be provided to you on or before the opening of your account. If you are unable to contact your Relationship Manager, please telephone us on 0207 268 7200 (from within the UK) or +44 207 268 7200 (from outside the UK) or write to QIB (UK) plc, 43 Grosvenor Street, London, W1K 3HL.

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## Chapter 1: General Corporate Conditions

### 1. Introduction

- 1.1. These General Corporate Conditions apply to all corporate current and savings accounts and apply in addition to the Corporate Account Specific Conditions that apply to the particular account that you have opened with us.
- 1.2. If any terms in the Corporate Account Specific Conditions are inconsistent with any terms contained in the General Corporate Conditions, the term contained in the Corporate Account Specific Conditions will apply.
- 1.3. Certain elements of our products and services, such as cheque books and finance, are referred to in these General Corporate Conditions or in the Corporate Account Specific Conditions; however, this does not imply that we will necessarily provide you with these products and services. We reserve the right to provide them or not at our sole discretion.
- 1.4. As our corporate customers will not be classified as "micro-enterprises" or "charities" within the meaning of the Payment Services Regulations 2017 (the **PSR 2017**), those sections of the PSR 2017 that can be disapplied for corporate customers have been disapplied by us to the fullest extent possible. By opening one of our corporate accounts, you acknowledge and accept this disapplication under the PSR 2017.

### 2. Definitions

- 2.1. Below is a list of the common terms that we use throughout these General Corporate Conditions.
- 2.2. For ease of reference, where we have used one of these common terms in these General Corporate Conditions, we have highlighted the term in **bold** so that you know we have provided a definition here.

<b>Account</b>	means one of our corporate savings or current accounts.
<b>Account Opening Mandate</b>	means the document that you must complete when opening an <b>Account</b> which details who the account holder is and who is authorised to access the <b>Account</b> .
<b>Connected Person</b>	means a person or legal entity whose information you provide to us or which is otherwise received by us in connection with these General Corporate Conditions or any Corporate Account Specific Conditions. A connected person could be any guarantor, a director, officer or employee of a company, partners or members of a partnership, any substantial owner, controlling person, or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, recipient of a designated payment, your attorney or representative (e.g. authorised signatories), agent or nominee, or any other persons or entities with whom you have a relationship that's relevant to your relationship with us.
<b>Corporate Account Specific Conditions</b>	means the account specific conditions that apply to your current and/or savings account.

<b>QIB Group</b>	means us, any subsidiary or holding company of ours from time to time and any subsidiary from time to time of a holding company of that company.
<b>Tariff</b>	means the Tariff document that will have been provided to you separately to this Booklet and which sets out details of the common charges that we may impose relating to your <b>Account</b> .
<b>Working Day</b>	means any day which banks are usually open for business in the UK, excluding Saturdays, Sundays and banks or other public holidays.

### 3. Opening an Account with us

#### *Who can open one of our Accounts?*

- 3.1. The **Accounts** are only available to business customers, i.e. customers who are opening an account for the purposes of a trade or business and not for personal reasons.
- 3.2. You can open an **Account** with us in sterling (GBP), euro (EUR) or American dollar (USD) currency. All deposits must be in Sterling, US Dollars or Euro.
- 3.3. We can refuse to open an **Account** or to accept a deposit without giving you any reason.
- 3.4. Once you have opened an **Account** with us, you may open as many **Accounts** as you wish, provided they are in the same name as the **Account** that you originally opened with us.

#### *How can you open an Account with us?*

- 3.5. To open an **Account** with us, you will be required to complete and submit the relevant application form for the **Account** that you would like to open.
- 3.6. Copies of our **Account** application forms can be obtained in our branch or through your Relationship Manager. Completed application forms must then either be handed to a member of staff at our branch or provided to your Relationship Manager.

- 3.7. By signing and submitting an application form for one of our **Accounts**, you will be formally agreeing to be bound by the **Corporate Account Specific Conditions** that apply to that **Account**, the General Corporate Conditions and the other terms and conditions mentioned in the introduction section of this Booklet.

- 3.8. We may from time to time and at our discretion impose a minimum or continuing opening balance amount for any of our **Accounts**. If imposed, this minimum will be displayed on our website or communicated to you in writing.

### 4. How can you close your Account?

- 4.1. Each of the **Corporate Account Specific Conditions** contain details of how you can close your **Account**.
- 4.2. If you are a company, these General Corporate Conditions and any applicable **Corporate Account Specific Conditions** will remain in force until you close your **Account** with us – even if you change the name of the company or company number.
- 4.3. If you are a partnership, these General Corporate Conditions and any **Corporate Account Specific Conditions** will remain in force until you close your **Account** with us – even if you change the partnership, new partners join or current partners leave.

**5. How can you provide us with instructions regarding your Account?**

- 5.1. You authorise us to accept and act on your instructions, even if carrying out those instructions creates a debt on your **Account**.
- 5.2. Your instructions can be given to us in a number of different ways, including:
- 5.2.1. in writing;
  - 5.2.2. by telephone;
  - 5.2.3. in branch;
  - 5.2.4. by debit card (for Corporate Current Accounts only); or
  - 5.2.5. by any other means we tell you are available.
- 5.3. Where your instructions are not in writing, we are entitled to accept and act on them if they have been confirmed by use of security procedures of which we may notify you of from time to time.
- 5.4. In some cases, such as a Direct Debit, you may authorise another person to instruct us to debit money from your **Account**. When this happens, we will treat each

instruction from the other person as having been authorised by you.

- 5.5. We may refuse to act on your instruction if:
- 5.5.1. we reasonably believe that you did not give us the instructions;
  - 5.5.2. we reasonably suspect fraudulent activity;
  - 5.5.3. your instructions are unclear, incomplete or not in the required form;
  - 5.5.4. we might act contrary to a law, regulation, code or other duty which applies to us;
  - 5.5.5. it would cause you to exceed any limit or instruction which applies to your account (such as a daily cash withdrawal limit from cash machines); or
  - 5.5.6. we have another valid reason for not acting on your instructions.
- 5.6. If we refuse to make a payment, we will notify you by either letter, telephone, text message or another form of communication we agree, and if possible, give our reasons for doing so. You can obtain written information about the refusal and, where appropriate, our reason for refusing the payment, along with information on how to correct any errors that led to the refusal, by contacting your Relationship Manager (unless legal reason or certain other limited circumstances beyond our control prevent us from providing you with this information).

**6. How can you make payments into your Account?**

***Note that this Clause 6 only applies when making payments into your Corporate Current Account and Corporate Instant Access Savings Account. It does not apply to payments made into your Beneficiary Notice***

**Account, Corporate Notice Account or Corporate Term Deposit.**

*Electronic transfers*

- 6.1. When we receive an electronic transfer, the money will be credited to your **Account** on the same day.
- 6.2. When we receive Faster Payments, we will check the instruction and if we approve the payment, the money will be credited to your **Account** immediately. When we receive a CHAPS payment, we will check the instruction and if we approve it the money will be credited into your **Account** immediately.
- 6.3. When we receive a BACS payment, we will check the instruction and if we approve it the money will be credited into your **Account** value the next **Working Day**.
- 6.4. Please see Clause 7 for details of when we can refuse to accept a payment into your **Account**.

*Cash*

- 6.5. The following terms apply if cash is paid into your **Account** in the same current of your **Account**:
  - 6.5.1. if the cash is paid in over the counter at our branch, the money will be added to your balance almost immediately (generally within two hours); and
  - 6.5.2. where we receive funds from another source (including electronic transfers of funds into your **Account**) the funds will be credited to your **Account** and made available to you as soon as we receive them.
- 6.6. The following terms apply if cash is paid into your **Account** in a different currency to the currency of your **Account**:
  - 6.6.1. cash is paid into your **Account** over the counter at our branch, we will convert it into at the currency of your **Account** at our rate of the day and the money will

be added to the balance in your **Account** the same day; and

- 6.6.2. where we receive non-sterling funds from another source (including transfers of funds into your **Account**) the funds will be converted into sterling at our rate of the day before being credited to your **Account** up to two **Working Days** after we receive them.

*Cheques*

- 6.7. The following terms apply when a UK sterling cheque, which is issued by and deposited with us or another UK bank and is paid into your **Account**:
  - 6.7.1. if the cheque is paid in over the counter at our branch before 4pm, the money will be added to your balance the next **Working Day**;
  - 6.7.2. the money will be credited to your **Account** for profit purposes no later than two **Working Days** after it has been paid in;
  - 6.7.3. if the bank, building society or other organisation that the cheque was drawn on decides not to honour it, they will normally explain the reason for non-payment. We will deduct the amount of the cheque from your balance no later than the end of the sixth **Working Day** after it was added to your balance. After that, we will not deduct the amount of your cheque from your balance unless you give your consent to our doing so or you were knowingly involved in a fraud concerning the cheque.
- 6.8. Where legal reasons require, or in certain limited circumstances beyond our control, the payment of a cheque into your **Account** may be prevented or may take longer than the time periods set out in Clause 6.7.

- 6.9. If we allow you to draw funds against an uncleared cheque (or a cheque is returned under Clause 6.7.3) we may impose a fee. Details of our fees can be found in our **Tariff**.
- 6.10. For foreign currency cheques or cheques which are not issued by or deposited with a UK bank, different cheque clearing procedures and longer time periods may apply than those stated in Clause 6.7.
- 6.11. Paying cheques into your **Account** will always be subject to cheque clearing cycles and the rules of any cheque clearing system(s) used by us

**7. When can we refuse to accept a payment into your Account?**

- 7.1. If we have a valid reason, we may refuse to accept a payment into your **Account**. If we have a valid reason, we may refuse to accept a payment into your **Account**. This could include if we reasonably suspect that the payment is fraudulent or related to another criminal activity or if accepting the payment might result in use breaching a law or regulation. If this happens, we will notify you of the refusal and, if possible, our reasons for refusing to accept the payment, along with information on how to correct any errors that led to the refusal.

7.2.

**8. How can you make withdrawals from your Account?**

- 8.1. The **Corporate Account Specific Conditions** for each **Account** may contain different and/or additional information about how you can withdraw or make payments from your **Account**. Should there be a conflict between these Terms and a term contained in the **Corporate Account Specific Conditions**, the term contained in the **Corporate Account Specific Conditions** will apply.

9.

**Types of payments**

- 9.1. You can make the following payments from your **Account**:

- 9.1.1. Cash, Cheques and bank drafts;
- 9.1.2. 'Standard Payments': Standing Orders, Internal Transfers, Direct Debit Payments; and
- 9.1.3. 'Special Payments': CHAPS Payments.

- 9.2. If you have a sterling **Account** you can make all of these types of payments.

- 9.3. We'll make these payments if you authorise us to as detailed in these Terms or under any other agreement between you and us which applies.

**Ways to pay**

- 9.4. You can authorise us to make a payment from your **Account**:

- 9.4.1. in person, at our premises;
- 9.4.2. by phone;
- 9.4.3. by email from the email address provided in your account application and **Account Opening Mandate**; or
- 9.4.4. by post. You can authorise a payment by sending us a letter, as long as it has all the details we need and appears to be signed according to your **Account Opening Mandate**, we'll process it the same **Working Day** that we open it. We may phone one of the authorised people on your Mandate to confirm the payment before we process it.

- 9.5. If we use an intermediary, agent or correspondent bank to make your payments they may charge you for this.

*Withdrawing in a branch*

- 9.6. To withdraw cash over the counter or cash a sterling Cheque at our branch, you need to show us formal photo ID (passport or driver's licence, for example).

*Standard Payments*

- 9.7. For Standing Orders and internal transfers you need to give us:
- 9.7.1. the recipient's name, sort code and account number;
  - 9.7.2. the amount you want to pay;
  - 9.7.3. any reference you want to add; and
  - 9.7.4. payment date or start date/end date/how often/duration (for Standing Orders).
- 9.8. You can arrange for us to make internal transfers between your QIB (UK) accounts immediately or on a future date. We'll process your payment the same day we receive your instructions, if it's before 4pm– or on the payment date, for future-dated payments. We'll use the Faster Payment Service, if possible and if the recipient's bank is a member of this service. There are limits on how much you can pay through this channel.
- 9.9. If we can't use the Faster Payment Service for any reason, we'll tell you when your payment should reach the recipient's bank. We will inform you if this will incur any extra charges.
- 9.10. You can make Direct Debit payments to people or businesses within the UK, Channel Islands and Isle of Man. To set it up, you'll need to fill out a Direct Debit payment instruction form. By filling out this form, you authorise us to make each Direct Debit payment by 10.30pm on the third **Working Day** before the payment is due.
- Special Payments*
- 9.11. For CHAPS Payments you need to tell us:
- 9.11.1. the amount of the payment;
  - 9.11.2. your account number;
  - 9.11.3. your name and address;
  - 9.11.4. the recipient's account number and sort code or national bank code/BIC;
- 9.11.5. the recipient's name and address; and
  - 9.11.6. any reference you wish to add.
- 9.12. For foreign currency transfers you need to tell us:
- 9.12.1. the amount;
  - 9.12.2. the currency;
  - 9.12.3. your name, account number and sort code;
  - 9.12.4. the recipient's name, account number and sort code; and
  - 9.12.5. how often / how long to continue making payments (for recurring payments).
- 9.13. The information we need to make special payments may change from time to time, for reasons beyond our control. If so, we'll tell you when you ask us to make one of these payments.
- Cheques*
- 9.14. Not all **Accounts** come with a cheque-book, and we reserve the right to issue or refuse cheque books at its sole discretion.
- 9.15. You can only write Cheques in Sterling. We may not pay out on Cheques older than six months when we receive them.
- 9.16. When you pay a cheque out of your **Account**, we may decide not to pay it if:
- 9.16.1. there are not enough cleared funds in your **Account**, or payment of the cheque would result in an overdraft;
  - 9.16.2. the cheque contains a technical irregularity (for example, a difference between the amount written in figures and the amount written in words); or
  - 9.16.3. we have reasonable grounds to suspect fraudulent activity.

9.17. We will only pay a cheque if it has been written by filling in one of the cheque forms we have supplied to you.

#### *General Provisions*

9.18. All payment instructions will be transacted in sterling unless we specifically agree otherwise.

9.19. We will process a payment as long as:

9.19.1. you have enough cleared funds to cover it;

9.19.2. the amount is within any payment limits for your **Account**, debit card and payment type;

9.19.3. you've given us all the details we need and done everything we need you to do to make it;

9.19.4. we're not aware of any mistakes in the details you've given us; and

9.19.5. we don't have reason to believe it's illegal, criminal or fraudulent.

#### *Timescales*

9.20. We agree to make payments within timescales that relate to when we receive your payment instructions. The time of receipt will be the time we receive your payment instructions rather than the time you send them. The Faster Payments Service permits us to receive and process payment instructions almost immediately. The following provisions do not apply to the Faster Payments Service:

9.20.1. payment instructions given on a non-**Working Day** will be treated as received on the next **Working Day**;

9.20.2. payment instructions received after 3.30pm on a **Working Day** will be treated as received on the next business day or as otherwise notified;

9.20.3. instructions for a future dated payment will be treated as received on the day agreed for payment. Where this is not a **Working Day**, it will be treated as received on the next business day.

9.20.4. Where we refuse to make a payment in accordance with your payment instructions, we will treat the instructions as if they had not been received for the purpose of calculating payment timescales.

9.21. Where we make a payment using the Faster Payments Service, we will usually credit the institution which holds the payee's account within two hours of receiving your payment instruction.

9.22. For other payments, where you instruct us to make a payment in Sterling or in Euro we will credit the institution which holds the payee's account:

9.22.1. by the end of the **Working Day** following the one on which we receive your payment instructions; or

9.22.2. for paper-based instructions, by the end of the second **Working Day** following receipt of your instructions.

9.23. For other payments to accounts held within the European Economic Area (**EEA**), we will credit the institution which holds the payee's account by the end of the fourth **Working Day** following receipt of your payment instructions.

9.24. For payments outside the EEA, different payment timescales will apply.

9.25. Where you instruct us to perform a currency conversion between euro and sterling, we will credit the institution which holds the payee's account by the end of the **Working Day** following the **Working Day**

on which we receive your payment instructions provided that:

9.25.1. the payee's account is held within the UK; or

9.25.2. in the case of a cross-border payment, the cross-border transfer takes place in euro.

9.26. For other currency conversions, different execution times will apply.

#### *Limit*

9.27. We may limit the number or value of payments you can make for different types of payments.

#### *Sufficient cleared funds*

9.28. If you authorise a payment from your **Account**, you must ensure you have enough cleared funds in place. Otherwise, the payment will be rejected and you may have to pay charges. For sterling payments, Standing Orders and Direct Debits you must have enough cleared funds in your **Account** by 3:30pm on the day it's due (or the next **Working Day**, if the day it's due is not a **Working Day**). Your account balance may include payments that haven't cleared yet (like Cheques, for example) – and that could come back unpaid, later on. This means your account balance may be more than your 'available balance'. Unless we agree otherwise, your 'available balance' is the amount you can actually withdraw (subject to any restrictions on your **Account**).

#### *Declined payments*

9.29. If we decline a payment we will tell you why and how to correct any details that may have stopped it from going through (if we are legally able to do so). We may charge you for this.

#### *Cancellation and amendment*

9.30. If you want us to stop a cheque or Direct Debit or amend or cancel a standing order or future dated payment on your **Account**,

you should advise us in writing to QIB (UK) plc., 43 Grosvenor Street, London W1K 3HL or by telephoning **0207 268 7200** (from within UK) or **+44 207 268 7200** (from outside UK).

9.31. To stop a cheque or Direct Debit or amend or cancel a standing order or future dated payment you must advise us no later than the **Working Day** before the day on which we are due to debit the payment from your **Account**. You will not be able to stop a cheque if you do not advise us before we are committed to pay the cheque. You must include the following details:

9.31.1. cheque – cheque number and date, your account number, amount and name of payee;

9.31.2. standing order – name of recipient, amount and frequency;

9.31.3. Direct Debit – name of recipient, amount and frequency;

9.31.4. future dated payment – name of recipient, amount and due date for payment.

## **10. What happens if you provide us with the wrong payment details?**

10.1. We will use the BIC/sort code/national bank code and account number/IBAN you give us to make the payment. If you provide the wrong details, the payment may be delayed or go to the wrong account. If that happens, we will not be liable for any losses or delays to you or third parties.

10.2. If you ask us to, we'll try to get the money back. We may charge for this.

## **11. When will we carry out currency conversions?**

11.1. Foreign currency payments must be agreed in advance with us. Provided we agree to this in advance, the following provisions apply.

#### *Making payments in foreign currencies*

- 11.2. Payment in currencies other than sterling will be converted at our exchange rate at the time we process the payment.

#### *Exchange rates*

- 11.3. Our exchange rates are variable and will normally be agreed with you before execution. Your statement will show what exchange rate we used for any payments that involve converting currencies as well as any fees.

- 11.4. For future payments, if you need the payment to go through at a specific exchange rate or on a particular date, you must tell us when you ask us to make the payment.

#### *Cancelled or returned payments in other currencies*

- 11.5. If you cancel a foreign currency payment after we have converted the funds, we will convert it back to sterling at the prevailing exchange rate. If a payment in another currency is returned, we will again convert it back to sterling at the prevailing exchange rate. In both cases, the amount you get back may be less than the original amount, if the exchange rate has changed.

### **12. When will we pay a refund for unauthorised payments?**

- 12.1. How and when we refund unauthorised payments depends on what type of payment it is.

#### *Direct Debits*

- 12.2. If we make a mistake, you're entitled to a full and immediate refund under the Direct Debit Guarantee Scheme (see the Direct Debit form or Direct Debit confirmation).

#### *Other types of payment*

- 12.3. For unauthorised payments made within the UK or EEA, in a sterling or an EEA currency (except Cheques), we will check for any signs that you, any cardholder where you have a debit card or someone acting for you may have:

- 12.3.1. authorised the payment; and/or

- 12.3.2. acted fraudulently.

Unless we have good reason to suspect the above, we'll refund your **Account** on the same **Working Day** (or the next **Working Day**, if it's after 4pm) and, where applicable, restore your **Account** to the position it would have been in had the unauthorised payment not taken place. Otherwise, we will carry out a full investigation before deciding whether to refund the payment.

- 12.4. If the payment is not entirely within the EEA, or is in a non-EEA currency or is a Cheque, we will fully investigate for any signs that you or someone acting for you may have:

- 12.4.1. authorised the payment; and/or

- 12.4.2. acted fraudulently.

- 12.5. If we find no evidence to prove either of the above, we shall immediately refund your Account.

### **13. How will we communicate with you?**

- 13.1. We may contact you by post, telephone or electronically (subject to Clause 14.2 regarding security issues around using email) using the details you give us or by sending communications to you via your internet banking account or our mobile banking app. If we send communications to your internet banking account or to your mobile banking app, we'll also send you an email or other notification to tell you we have done this.

- 13.2. These General Personal Conditions, the **Corporate Account Specific Conditions** and all communications from us to you will be in the English language.

- 13.3. If your name, address, telephone number or email address changes, you must notify us as soon as possible. If you notify us by telephone, we will ask you to confirm the change in writing.

- 13.4. When either the **General Corporate Conditions** or the **Corporate Account Specific Conditions** require us to give you notice, this will be done by writing to you at the last address you provided to us for these purposes, or such other means (including through third parties) as we agree.
- 13.5. When we communicate with you by telephone, we may record the call to ensure that we provide a good service and that we follow your instructions correctly.
- 14. How can you communicate with us?**
- 14.1. You can communicate with us using a variety of different methods:
- 14.1.1. by post to QIB (UK), 43 Grosvenor Street, London W1K 3HL;
- 14.1.2. by contacting your Relationship Manager;
- 14.1.3. by telephone on 0207 268 7200 (from within the UK) or +44 207 268 7200 (from outside the UK); and
- 14.1.4. by email (subject to Clause 14.2 regarding security issues around using email), provided the sender address matches exactly the address you provided us when you opened the **Account**. Changes to your email address will be accepted only if requested in writing and signed in accordance with your **Account Opening Mandate**.
- 14.2. Using some of the methods detailed in Clause 14.1 can cause some additional risk, for instance communicating with us via telephone, email and by fax. Therefore, for your own protection we reserve the right to investigate further before acting on any instructions submitted via these methods. Such investigation may include, but is not limited to:
- 14.2.1. calling you back at the telephone number(s) you have provided us with and verifying your instructions; and
- 14.2.2. emailing you at the address we have for you and asking you to phone us back.
- 14.3. We will not be responsible for any delay in executing your instructions caused by these precautionary measures and reserve the right not to act on any instructions from you if we are unable to satisfy ourselves of their validity.
- 15. Our liability when communicating with you via certain methods**
- 15.1. Due to the nature of the Internet and electronic communication, there is a risk that communications may not operate free from error or interruption. We shall not be liable:
- 15.1.1. in the event of any error or interruption in communications;
- 15.1.2. for any losses or delays in the transmission of communications to or from the Bank caused by any Internet Service Provider, by software failure or by any other third party;
- 15.1.3. for any breach of security (beyond our reasonable control) in using the means of communication; or
- 15.1.4. for any indirect or consequential loss you may suffer as a result of using Internet email or Internet messaging or similar means of communication (including the risk of your confidential data entering the public domain).
- 15.2. We cannot confirm completeness, authenticity, integrity or confidentiality of email (and similar) communications and that any information purportedly received from us should be regarded as provisional until verified by us.
- 16. Use of our website and email**

16.1. When you use a computer or other device to access websites operated by or on behalf of the **QIB Group** and associated third parties, information may be stored and accessed on that device to:

- 16.1.1. improve your experience;
- 16.1.2. improve the functionality, security and performance of those websites;
- 16.1.3. provide you with promotional content; and/or
- 16.1.4. provide us with information about how those websites are used and how users arrive at those websites.

16.2. If you receive emails sent by or on behalf of the **QIB Group**, such emails may contain technologies to track for market research purposes whether you opened those emails and whether you accessed internet links contained within those emails. You agree to information being stored, accessed and used in this way. Members of the **QIB Group** may also exchange, analyse and use relevant information about you in the ways described above to ensure that promotional content on **QIB Group** websites is more likely to be relevant and of interest.

## 17. What can you do to keep your account safe?

17.1. In order to protect your **Account** against misuse, you must:

- 17.1.1. tell us immediately if you think someone else may know any of your security details or if you suspect unauthorised use of your account by calling **020 7268 7200** (from within UK) or **+44 20 7268 7200** (from outside UK);
- 17.1.2. act with reasonable care, including taking reasonable steps to prevent unauthorised use of your security details; and
- 17.1.3. not act fraudulently;

17.1.4. never approve a transaction through our mobile or internet banking service if you do not recognise the transaction;

17.1.5. take reasonable steps to maintain the hardware and software on any device (e.g. your mobile phone, tablet or computer) that you use to access our mobile and/or internet banking services – this should include carrying out regular virus checks and security updates; and

17.1.6. sign your debt card as soon as you receive it.

17.2. You will be responsible for all losses caused by:

17.2.1. any fraudulent activity on your part; and

17.2.2. any person acting with your authority.

17.3. We may suspend or restrict the use of your **Account** or certain services (such as your debit card or online banking) if we reasonably believe that your security details have been used fraudulently or without your permission. We will notify you using the contact details we hold for you if we suspect or become aware that your **Account** may be subject to fraud or a security threat.

## 18. What is our liability to you?

### *General Liability*

18.1. We will not be liable to you for any breach of (or failure to perform) our obligations where that breach (or failure) is due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary.

18.2. If you suffer a capital loss due to fraud, gross misconduct or gross negligence

committed by us we may be obliged, in accordance with Shari'a principles, to use money held by us on behalf of our shareholders to make good any such capital loss on your **Account**.

- 18.3. Subject to clauses 18.4 to 18.7 below, we will only be liable for the actual amount of any loss, cost or expense which you suffer and which is linked directly to anything we are responsible for and which we could reasonably predict and is not beyond our reasonable control. Our liability pursuant to this clause 18.3 will be limited to the monetary amount of the relevant transaction in relation to the account pursuant to which our breach of contract or negligence occurred.
- 18.4. We will not be liable to you for any losses that are not directly associated with any damage arising from the operation of your **Account**, loss of profits, loss of business, loss of goodwill or any form of special damages arising from the operation of the **Account** whether such liability was reasonably foreseeable or not and whether or not we have been advised of the possibility of such loss being incurred.
- 18.5. If you use a third party aggregation service (for instance open banking, which permits third party banks and financial institutions to access information about your **Account**), we will not be liable to you for any fraud, mistakes on your **Account** or loss that you incur as a result of your use of the third party aggregation service.
- 18.6. Nothing in this clause 18 excludes our liability for fraud by us, our staff or agents or our liability for death or personal injury caused by our negligence of our staff or agents.
- 18.7. Nothing in this clause 18 excludes our liability for losses you suffer as a direct result of our failure to comply with our responsibilities under the Financial Services & Markets Act 2000.

***Our liability for unauthorised or incorrect payments***

- 18.8. Subject to Clause 18.11, we will not be liable to you for any loss suffered in respect

of payments that you have not authorised in accordance with these Terms, or which have been incorrectly paid, unless you notify us without undue delay on becoming aware of such unauthorised use or incorrect payment and, in any event, not later than 13 months after the date that your **Account** is debited.

- 18.9. Where you do not supply the correct payment details (for example, you provide the wrong account number or sort code for the payee), we will not be liable for failing to make a payment or making an incorrect payment. We will make all reasonable efforts to recover the payments, but we may not be able to recover it and we may charge you a fee for trying. We will not be liable for any changes applied by the receiving bank for their work in locating and applying funds that have been sent to them incorrectly. Where you supply information in addition to the payment details that we ask for, we will only be responsible for making the payment in accordance with the payment details that we asked for.
- 18.10. If we make an incorrect payment from your **Account** and it was our mistake, we will without undue delay refund the amount of the unpaid payment or defective payment and, where applicable, restore your **Account** to the position it would have been in had the error not taken place.
- 18.11. For Direct Debits in sterling, your refund rights under the UK Direct Debit Scheme will continue to apply.
- 18.12. The **Corporate Account Specific Conditions** may have liability provisions that are different to the liability provisions set out in this Clause 14. To confirm, if any terms in the **Corporate Account Specific Conditions** are inconsistent with the liability provisions in this Clause 14, the provisions in the **Corporate Account Specific Conditions** will apply.

**19. What charges may you be required to pay on your Account?**

- 19.1. You may be required to pay the following charges:

- 19.1.1. charges for the operation and maintenance of your **Account**, including management fees and unpaid item charges; and
  - 19.1.2. other charges relating to your **Account** or to the supply of services linked to your **Account**, as requested by you.
- 19.2. Our current charges for the operation of your **Account** and the other charges we most frequently impose are set out in each of our **Corporate Account Specific Conditions** and our **Tariff**.
- 19.3. You can also find out more information about our charges by phoning us on 020 7268 7200 (from within UK) or +44 20 7268 7200 (from outside UK), on our website [www.QIB-UK.com](http://www.QIB-UK.com) or by asking a member of our staff.
- 19.4. We will tell you about the charges for any service not covered in the **Tariff** on request and before we provide the service to you.
- 19.5. Third parties may impose other costs (such as taxes) on your **Account**. We may debit your **Account** the amount (if any) of any tax, duty or other charge levied on your **Account** by any competent authority in connection with your **Account** and which we may pay to such authority on your behalf.
- 19.6. Our **Tariff** sets out our charges for your account and our services (but we may also separately agree individual prices with you). You agree that we may deduct these charges from your **Account**.

## 20. Can you take finance from us?

- 20.1. As a Shari'a-compliant bank, we do not provide overdrafts or pay or charge interest.
- 20.2. We do, however, offer Shari'a-compliant financing for various purposes including property purchase. Such financing will be covered by a separate agreement.

20.3. If you're a sole trader, you're personally responsible for any money your business owes to us.

20.4. For partnerships, personal representatives or trusts, unless first agreed with us in writing, each partner, personal representative or trustee is jointly and individually responsible for money owed to us when they were in that position (even if they are no longer a partner, personal representative or trustee).

20.5. We may demand repayment of money owed to us by an organisation from any or all of the account holders. For companies, limited liability partnerships or other incorporated bodies and clubs, societies, associations, charities or other unincorporated bodies (except partnerships, personal representatives and trustees), individuals are not normally responsible for money that their organisation owes to us unless they have given personal guarantees.

## 21. What information will we hold about you?

21.1. Your information is made up of all the financial and personal information we hold about you and your transactions. It includes:

- 21.1.1. information you give to us;
- 21.1.2. information we receive from third parties (including other members of the **QIB Group**, third parties who provide services to you or us and credit reference or fraud prevention agencies);
- 21.1.3. information we learn about you through our relationship and the way you operate your **Accounts** and/or services; and
- 21.1.4. information we gather from the technology which you use to access our services (eg location data from your mobile phone, or an Internet Protocol (IP) address or telephone number).

## 22. What is our privacy and data protection policy?

- 22.1. We will treat your personal data as private and confidential. Please refer to our Privacy Notice, which has been provided to you separately from this Booklet. The Privacy Notice includes information about what types of personal data we gather and use, the purposes for which we use it and on which lawful bases, with whom we share your personal information and the length of time we retain it. The Privacy Notice is also available on our website [www.qib-uk.com](http://www.qib-uk.com)
- 22.2. If you have any concerns about the processing your personal data, please contact your Relationship Manager or QIB's UK Data Protection Manager, who can be contacted by emailing [info@qib-uk.com](mailto:info@qib-uk.com).

### *Customer Information*

- 22.3. Note that by opening an **Account** with us, you agree that we and other members of the **QIB Group** may use information about you (**Customer Information**) in accordance with these General Corporate Conditions and any applicable **Corporate Account Specific Conditions**. We will not disclose Customer Information to anyone other than where:
- 22.3.1. we are legally required to disclose it;
  - 22.3.2. we have a public duty to disclose it;
  - 22.3.3. our, or a third party's, legitimate business purposes requires disclosure;
  - 22.3.4. the disclosure is made with your consent; or
  - 22.3.5. it is disclosed in accordance with the General Corporate Conditions and/or **Corporate Account Specific Conditions**.
- 22.4. We and other members of the **QIB Group** may collect, use and share Customer Information (including your personal information, information about your transactions, your use of our products and services, and your relationships with the **QIB Group**).
- 22.5. You agree to inform us promptly, and in any event within thirty days, in writing if you become aware of any changes to Customer Information supplied to us or a member of the **QIB Group** from time to time, and to respond promptly to any request from us or a member of the **QIB Group**.
- 22.6. You must ensure that every **Connected Person** whose information (including personal data or tax information) you (or anyone else on your behalf) provided, or will from time to time provide, to us or a member of the **QIB Group** has been notified of and agreed to the processing, disclosure and transfer of their information as set out in these General Corporate Conditions and any **Corporate Specific Account Conditions** before their information is provided. You must at the same time advise individuals that they have rights of access to, and correction of, their personal data as laid down in our Privacy Notice provided to you separately from this Booklet.
- 22.7. Where you fail to provide promptly Customer Information that we reasonably request or you withhold or withdraw any consents that we may need to process, transfer or disclose Customer Information in accordance with these General Corporate Conditions or any **Corporate Specific Account Conditions** (except for purposes connected with marketing or promoting products and services to you) or we have, or a member of the **QIB Group** has, suspicions regarding financial crime or an associated risk, we may:
- 22.7.1. be unable to provide new, or continue to provide all or part of any, services to you and we reserve the right to terminate our relationship with you;
  - 22.7.2. take actions necessary for us or a member of the **QIB Group** to meet our compliance obligations (as set out in Clauses 26 and 28

of these General Corporate Conditions) and/or

- 22.7.3. block, transfer or close your **Account(s)** where permitted under local laws. In addition, if you fail to supply promptly your, or a **Connected Person's**, tax information and accompanying statements, waivers and consents, as may be requested, then we may make our own judgment with respect to your status, including whether you are reportable to a Tax Authority, and we or other persons may withhold amounts where legally required by any Tax Authority and pay such amounts to the appropriate Tax Authority.

#### *ID Copies*

- 22.8. We may make and retain copies of passports, driving licences or other identification evidence that you provide.

#### *Bankers' References*

- 22.9. We will obtain your written consent before providing a banker's reference about you. However, if we receive a request from another financial services institution we will provide information required to verify your identity for money laundering prevention purposes.

#### *Your right to refuse marketing*

- 22.10. If you change your mind at any time about receiving marketing information via post, telephone, email or any other method, then please let us know by contacting your Relationship Manager or via any other preferable method (i.e. via phone, e-mail or post)

### **23. When may we make changes to the General Corporate Conditions and/or Corporate Account Specific Conditions?**

- 23.1. We may agree new terms with you, but these will only apply if agreed in writing by both parties. We can revoke any such other terms contained in these General

Corporate Conditions or **Corporate Account Specific Conditions** at any time by telling you at least 60 days before revoking those terms unless the change is to your advantage, in which case we will tell you either before the change comes into effect or at the earliest opportunity afterwards.

- 23.2. We may change or add to the charges in our **Tariff** at any time, as long as we give you at least one month's notice.
- 23.3. If we reduce a charge on our **Tariff** we may do so immediately, and then notify you within 60 days.
- 23.4. If we need to use an agent, correspondent or intermediary bank to make a payment, you may have to pay their charges too.
- 23.5. If you have a Corporate Term Deposit Account with us, we will only vary the terms of this **Account** during the fixed term if we are required to do so to comply with the law, regulation or code of conduct applicable to your **Account** or to reflect the decision of a court, regulator or ombudsman.

### **24. What should you do if you have a complaint about our services?**

- 24.1. At QIB (UK), we place great importance on providing the highest standards of service to our clients. We take any client dissatisfaction seriously and will deal with all complaints in a timely and efficient way. If you wish to complain about any of our products or services, please contact your Relationship Manager. We have procedures designed to investigate and resolve your complaint fairly. If you would like a leaflet describing our complaints procedures, please ask at any of our offices, write to QIB (UK) plc., 43 Grosvenor Street, London W1K 3HL or call 020 7268 7200 (from within UK) or +44 20 7268 7200 (from outside UK).
- 24.2. If you are not satisfied with how we handle your complaint, you may be able to refer your complaint to the Financial Ombudsman Service (the **FOS**). The FOS is an organisation that seeks to resolve

unresolved disputes between customers and financial organisations.

24.3. The FOS can be contacted using the following details:

24.3.1. Address: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

24.3.2. Telephone: 0800 023 4567 (from a landline) or 0300 123 9123 (from a mobile)

24.3.3. Email address: [complaint.info@financial-ombudsman.org.co.uk](mailto:complaint.info@financial-ombudsman.org.co.uk)

24.4. You can also find out more information about the FOS on their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## 25. Are we covered by the Financial Services Compensation Scheme?

25.1. QIB (UK) plc is a member of the Financial Services Compensation Scheme (**FSCS**). The FSCS can pay compensation to customers if they are eligible and a bank is unable to pay a claim against it, usually if the bank stops trading or is insolvent. Depending on which **Account** you open with us, deposits that you make with us may be covered by the FSCS up to a certain limit. Please see each **Personal Account Specific Conditions** for further information about how the FSCS applies to your **Account**.

## 26. Helping us to comply with our regulatory obligation

26.1. We may ask you to provide us with information to help us meet our anti-money laundering, financial crime, sanctions and other legal and regulatory requirements.

26.2. If we make a request for information to you, you must promptly provide the information requested. If you fail to provide this information when requested, we may delay or refuse to process your payments and/or block all access to your **Account**. We will not be responsible for any losses that you incur as a result.

26.3. We, and members of the **QIB Group**, are required, and may take any action to meet compliance obligations relating to or in connection with the detection, investigation and prevention of Financial Crime (**'Financial Crime Risk Management Activity'**). Such action may include, but is not limited to:

26.3.1. screening, intercepting and investigating any instruction, communication, drawdown request, application for services, or any payment sent to or by you, or on your behalf;

26.3.2. investigating the source of or intended recipient of funds;

26.3.3. combining Customer Information with other related information in the possession of any member of the **QIB Group**; and/or

26.3.4. making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming their identity and status.

### ***Blocked Transactions***

26.4. Exceptionally, our Financial Crime Risk Management Activity may lead to us delaying, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for services or the provision of all or part of our services. To the extent permissible by law, neither we nor any other member of the **QIB Group** shall be liable to you or any third party in respect of any loss (however it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity

### ***Money Laundering Prevention***

26.5. We are obliged to comply with laws and regulations concerning money laundering, the finance of terrorism and financial crime. These laws and regulations require us to deter money launderers from using us as a conduit for their illegal activities, to identify and report suspicious transactions and to

keep an audit trail for use in any subsequent investigation into money laundering activities.

- 26.6. Our obligations under these regulations override any obligations of confidentiality which may otherwise be owed to you. We may be obliged to notify the UK authorities of transactions which we may suspect involves the laundering of the proceeds of any serious crime, regardless of where that crime may have been committed.
- 26.7. We shall therefore deal with you on the understanding that you are complying with all applicable anti-money laundering legislation to which you may be subject in your jurisdiction.
- 26.8. We may also from time to time seek your written assurance that you have adhered to your local anti-money laundering requirements. If at such time you are unable to provide us with such assurance, we reserve the right to cease to deal with you.

## 27. Tax compliance

- 27.1. You acknowledge that you are solely responsible for understanding and complying with your tax obligations (including but not limited to, tax payment and filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of **Account(s)** provided by us and/or members of the **QIB Group**. You will be responsible for paying any tax due on any profit payable on your **Account**.
- 27.2. Each **Connected Person** (acting in their capacity as a **Connected Person** and not in their personal capacity) also makes the same acknowledgement in their own regard. Certain countries may have tax legislation with extra-territorial effect regardless of your or any **Connected Person's** place of domicile, residence, citizenship or incorporation. Neither we nor any member of the **QIB Group** provides tax advice. You are advised to seek independent legal and/or tax advice. Neither we nor any member of the **QIB**

**Group** have responsibility in respect of your tax obligations in any jurisdiction in which they may arise including any that may relate specifically to the opening and use of Account(s) provided by us and/or members of the **QIB Group**.

## 28. Insolvency

- 28.1. If you become insolvent, you agree that we may not act on any instructions from you or anyone else unless:
- 28.1.1. you've previously obtained a validation order from the Court; or
- 28.1.2. we have permission from a third party (like an appointed insolvency practitioner) to act on your instructions.
- 28.2. We may also ask you to:
- 28.2.1. return or destroy any cheque books; and/or
- 28.2.2. set up a separate account (or accounts) in your name, for any incoming payments.

28.3. .

## 29. Set-Off

- 29.1. If you owe us (or another company within our group) money and you do not repay it on time, we can use any money that you have in any of the accounts that you hold with us to repay or reduce the amount that you owe. This is called our 'right to set-off'.
- 29.2. We can take money from your accounts under our right of set-off unless we are prevented from doing so by the court or by law.
- 29.3. We will provide you with 14 days' notice before we exercise our right of set-off.

## 30. General Provisions

- 30.1. We may allow you extra time to comply with your obligations under these General Corporate Conditions or decide not to

exercise some or all of our rights, but we can still insist on the strict application of any or all of our rights at a later stage.

- 30.2. These General Corporate Conditions are governed by English law and wherever you live you can bring claims against us in any UK court.
- 30.3. Each term in these General Personal Conditions and each of the **Corporate Account Specific Conditions** are severable which means that should any individual provision become invalid or contravene any applicable legislation or regulatory requirement, the relevant provision will be deemed to be deleted and will have no effect however, the remaining provisions will remain in full force and effect.
- 30.4. We both recognise and agree that the payment and receipt of interest is against Shari'a principles and do not form a part of any contractual entitlement in respect of any of our **Accounts**. We both agree with each other that neither of us will in any proceedings against the other, claim interest from the other and we both expressly waive and reject any entitlement to recover interest from the other.
- 30.5. If you are a company, in the **Account** application form, you must confirm, and

confirm on behalf of any shareholders who hold 10% or more of the share capital in your company (whether legally or beneficially, directly or indirectly), that neither you nor they have issued any Bearer Shares and confirm that neither you nor they will issue or convert any of your or their shares to Bearer Shares without our prior consent. You agree to tell us immediately if your company or any of those shareholders has issued Bearer Shares. You also confirm that there are no laws or regulations preventing you from giving the confirmations required by this clause.

- 30.6. We may transfer any of our rights and obligations under these General Corporate Conditions or the **Corporate Account Specific Conditions** and in relation to your **Account** to another party. This will not affect your rights in relation to your **Account** in any way. Unless permitted to do so under these General Corporate Conditions or the **Corporate Account Specific Conditions**, or as agreed between us in writing, you may not transfer any of your rights or obligations in relation to your **Account**.

## Chapter 2: Corporate Current Account Conditions

These Corporate Account Specific Conditions govern our 'Corporate Current Account'. In these Corporate Current Account Conditions, reference to "Account" is reference to your Corporate Current Account.

### 1. Definitions

- 1.1. Below is a list of the common terms that we use throughout these Corporate Current Account Conditions.
- 1.2. For ease of reference, where we have used one of these common terms in these Corporate Current Account Conditions, we have highlighted the term in **bold** so that you know we have provided a definition here.

<b>Account</b>	means your Corporate Current Account.
<b>Account Opening Mandate</b>	means the document that you must complete when opening an <b>Account</b> which details who the account holder is and who is authorised to access the <b>Account</b> .
<b>Working Day</b>	means any day on which banks are usually open for business in the UK, excluding Saturdays, Sundays and bank or other public holidays.

### 2. How can you make payments into and out of your Account?

- 2.1. For details of how you can make payments into and out of your **Account**, please see the [General Corporate Conditions](#).

### 3. How does the Financial Services Compensation Scheme apply to this Account?

- 3.1. Deposits made with QIB (UK) are covered by the Financial Services Compensation Scheme (the **FSCS**). Compensation limits apply depending on the type of claim. Most depositors are eligible, including individuals, sole traders and small firms. Some types of organisation, such as large companies, are not covered. More details on the types of person and other entities who are and are not covered, applicable compensation limits and how eligible

claims are calculated, can be found on the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk).

3.2.

### 4. What statements will we send to you?

- 4.1. We will provide you with monthly statements showing all amounts added to or taken from your account since the previous statement. You can request quarterly statements instead of monthly statements by contacting us using the contact details contained in Clause 5 of the General Corporate Conditions.

- 4.2. Statements will include the following information relating to payments, where relevant:

4.2.1. information identifying the transaction and, the payee (where you have made the payment) or the payer (where you are receiving the payment);

4.2.2. the payment amount in the currency in which your account was debited or credited;

- 4.2.3. the amount and, where applicable, a breakdown of any charges or interest payable by you; and
  - 4.2.4. the date on which the funds were debited from or credited to your **Account**.
  - 4.3. This information will appear in your statement and may also be made available to you at least monthly at our branch or by calling our telephone banking service on **020 7268 7200** (from within UK) or **+44 20 7268 7200** (from outside UK) or at your request.
  - 4.4. You should read these statements carefully and tell us as soon as possible if you believe there is an incorrect entry in any statement.
- 5. How can you close your Account?**
- 5.1. You can close your **Account** by writing to tell us – unless you're switching to a new bank, in which case they can tell us to close it for you. We'll close your **Account** as long as the closure instruction from your new bank has been signed by the authorised signatories on your **Account Opening Mandate**.
- 6. How can we close your Account?**
- 6.1. If we want to close your **Account** or stop any of your services we may do so by giving you at least two months' notice, in writing, unless we have good reason to justify ending our relationship earlier (if you commit a serious breach of the General Corporate Conditions or these Corporate Current Account Conditions or become Insolvent, for example).
- 7. What happens after we close your Account?**
- 7.1. After your Account is closed, you may not:
    - 7.1.1. write any more Cheques; or
    - 7.1.2. make any more payments.
  - 7.2. You agree to repay any money you owe us – and also that we may deduct any charges you owe us from your **Account**, before we close it and pay any surplus to you in accordance with your instructions. You also agree to repay us in full for any Cheques you issued and transactions you made, before your **Account** was closed or your debit card was stopped, and which we pay after your **Account** closes.
- 8. When may we limit the use of your Account?**
- 8.1. We may suspend or restrict the use of your **Account** or certain services (such as your debit card or online banking) if:
    - 8.1.1. we reasonably believe that your security details have been used fraudulently or without your permission;
    - 8.1.2. if you have broken the terms of either the General Corporate Conditions or these Corporate Current Account Conditions in any serious way;
    - 8.1.3. we reasonable believe it is appropriate in order to protect your account; or
    - 8.1.4. your **Account** has been inactive for a period of 12 months. Note that if the **Account** is inactive for 5 years, we will close your **Account**.