



# General Terms & Conditions

Our terms and conditions for business customers

Effective from 24 June 2021

Bank with us. Bank on us.

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# 1 Our agreement with you

**This document contains the main terms and conditions governing your relationship with us, and for all Unity Trust Bank business accounts, related products and services, including overdrafts and savings.**

In some cases, other terms and conditions may also apply to the products and services you use. We call these 'Additional Terms and Conditions'. These may include things like maximum and minimum balances you have to keep on your account, applicable interest rates and other terms which may apply. Any Additional Terms and Conditions applicable to your account or product will always take priority over these General Terms and Conditions, if there's ever a conflict.

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

- these General Terms and Conditions;
- any Additional Terms and Conditions you may be given for each product you take out with us;
- the application form you have signed for the product(s) you apply for;
- our Standard Service Tariff of account charges.

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

By '**you**' or '**your**', we mean the customer we have agreed to provide the product or service to, which includes everyone or every organisation or business named on your account, together and individually. You'll be bound by anything done by anyone you've authorised to access or use any account for you.

By '**us**', '**we**' or '**our**', we mean Unity Trust Bank plc, or any another company that we transfer the agreement or our rights and obligations to.

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

**You can ask for a copy of these General Terms and Conditions at any time.**

**They are also available at [unity.co.uk/terms-and-conditions](https://unity.co.uk/terms-and-conditions)**

## **General terms**

- 1.1 This agreement is personal to you. If you are not an incorporated business or association, and your business consists of two or more persons, this agreement applies to each of you individually as well as together.
- 1.2 You can't transfer your accounts or any of your rights or obligations under this agreement to anyone else.
- 1.3 We can transfer all or any of our rights in relation to your accounts and this agreement. We can also transfer any of our obligations but only to someone we consider capable of performing them.
- 1.4 You should follow all the relevant rules, regulations and guidelines that apply to your business or organisation in relation to your use of the accounts and services that we provide to you.

- 1.5 You are responsible for meeting your own tax responsibilities, and you should ensure that you comply with all tax declarations and reporting obligations relating to your account in the UK and elsewhere, (some countries tax laws apply even if you don't have a business there). Unity Trust Bank does not provide tax advice.
- 1.6 We may not always enforce our rights under this agreement, for example we may allow you more time to pay us money you may owe us. If we choose not to enforce our rights when we could do, we may enforce them later.
- 1.7 If any part of this agreement is unenforceable, unlawful or void in any relevant jurisdiction, then that part shall be separated from the rest of the agreement. The remainder of the agreement will continue to be valid and enforceable.
- 1.8 No third parties will have the right to enforce this agreement.
- 1.9 Nothing in this agreement will constitute a partnership between you and us.
- 1.10 This agreement is governed by the law of England and Wales and the same law will apply to establishing our relationship. You and we both agree that the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this agreement.
- 1.11 These General Terms and Conditions are available only in English and all communications from us will be in English. We will only accept communications and instructions from you in English.

## Authority to operate your account

- 1.12 When you take out a product or service from us, we'll ask you who's authorised to deal with us and the extent of their authority. You must let us know if this changes.

- 1.13 If you authorise anyone else to operate your accounts for you, we'll deal with that person as if they were you for the purposes of this agreement.
- 1.14 The authorised person must keep to this agreement as if they were you. If they break this agreement or use the accounts or services in a way that's against the law, you will be responsible for any claims, losses, damages or costs to us, as a result.
- 1.15 If there's a dispute between you and the authorised person because of their use of your account, you can't involve us unless it was our fault. It's therefore important that you choose authorised persons carefully, and let us know as soon as there are any changes.

## How these terms apply to different types of customers

- 1.16 The Payment Services Regulations 2017 and other rules require us to treat small business and small charity customers in the same way as personal banking customers. However, we can agree different terms with larger corporate business customers, which enables us to dis-apply the application of certain provisions of the Payment Services Regulations 2017. This is called the "Corporate Opt Out". Where relevant, we make clear in these General Terms and Conditions which terms apply to which customers, and where we have applied the Corporate Opt Out.
- 1.17 If you become a Large Corporate Business Customer, then by continuing to use the account or service you agree to the terms that apply to such customers. If you become a Small Business Customer or Small Charity, then the terms applying to those customers will apply to you. You must tell us as soon as you become aware that you stop meeting the criteria to be a Small Business Customer or Small Charity.

## 2 Keeping you informed and contacting each other

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

- 2.1 We can contact you and provide you with notices in the following ways:
- Internet Banking, and any new forms of electronic communication we may introduce following technological developments
  - Email
  - Phone (mobile or landline), including SMS (texts)
  - Video call
  - In person at one of our offices; or
  - Post.
- 2.2 We'll contact you or a person you've authorised us to contact, using the details you most recently gave us, so you must let us know as soon as possible if the contact details for you or any authorised person change. If you don't, you might not get information or notices from us and we won't be responsible for this. You also need to tell us if anyone else has a right to money in your account – for example, if you are operating an account as a client account.
- 2.3 If you have told us how you would prefer us to contact you, we'll contact you using that preferred method if we can, but we may not always be able to do this – for example, sometimes the law may require us to send you something by post.
- 2.4 If we need to contact you urgently for important service or operational reasons, for example where we suspect fraud on your account, we'll use the fastest and most secure way of contacting you. You'll also be asked to verify your identity for security purposes.

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

- 2.5 Information about payments into and out of your account will be available to you through Internet Banking.
- 2.6 How often we'll give you statements relating to transactions on your account will depend on what type of customer you are.
- If you're a Small Business Customer or Small Charity:**
- 2.7 We'll give you monthly statements if there's been a payment into or out of your account since the last statement we gave you. You can choose to receive your statements either by post or online. Where statements are available online, we will upload them so that you can view them via Internet Banking and let you know by email or SMS that they are there. We won't change them and you'll be able to download and print them.
- If you're a Large Corporate Business Customer:**
- 2.8 We'll agree with you how often we'll provide statements. You can ask us for a copy of your statements at any time.
- 2.9 We may charge you for the cost of sending you statements. The charges applicable will be set out in our Standard Service Tariff.
- 2.10 If you have a restricted access account (an account where you can't make day-to-day payments or has other payment restrictions), we'll provide you with an annual statement, or more regularly if requested.
- 2.11 If you require a copy statement, we will send this but there is a charge, which is set out in our Standard Service Tariff, available on our website.

- 2.12 We reserve the right to amend the frequency of statements for accounts which we deem to be inactive or dormant. Where this is so, we will issue a statement not less than once each year.
- 2.13 You should check all bank statements and other documentation sent by us carefully and let us know as soon as possible if there any unusual or incorrect transactions on your account.
- 2.14 For accounts operated by more than one person, we'll send information about the account to your chosen authorised person. If you haven't provided an authorised person then we'll send this information to the address or email address of the first person named on our records (unless there's a legal reason we have to send it to both or all of the account holders). The person we contact is responsible for sharing the information we send with the rest of the account holders.

## Using Secure Messaging

- 2.15 You may send us, and we may send you, Secure Messages through our Internet Banking service.
- 2.16 To access Secure Messaging, you will need to log into Internet Banking using your personalised security details. We will tell you how and when you can use Secure Messaging to contact us via the instructions detailed within Internet Banking.
- 2.17 If you send us a Secure Message, we will aim to deal with it promptly. Please be aware that once you have submitted a Secure Message detailing a request, you may not be able to cancel the request before we have processed it.

2.18 Secure Messages should not be used:

- to process instructions or make requests which can be made via Internet Banking;
- to send a payment instruction;
- if you require our immediate attention;
- to report the loss or theft of cheques and/or payment cards.

2.19 Secure Messaging is a one-to-one service and is personal to your organisation. We may send you Secure Messages concerning your accounts, products and services you have with us, and any other service matter.

## How to contact us

You can contact us by any of the methods shown in the table below.

	From all locations
Lost or stolen Security Details	By freephone <b>0808 196 8420</b>
Other queries	By telephone: <b>0345 140 1000</b> Monday to Friday 8.30am-5pm with the exception of Thursday which will be open 9.30am-5pm
Email	us@unity.co.uk
Website	unity.co.uk
By post	PO Box 7193, Planetary Road, Willenhall, WV1 9DG
Secure Message	Via our Internet Banking service

# 3 Changes to this agreement

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

- 3.1 We may need to make changes to your agreement with us because we develop our services, our business changes or things happen which are outside of our control. We can't predict everything that may affect our business, so there may be other reasons for making a change. We'll only make changes if it's reasonable for us to pass the impact of the change on to you.
- 3.2 We'll never change any terms that we've said are fixed (e.g. fixed interest rates on some accounts) before the fixed period ends.
- 3.3 Your account fees may also change in line with our Standard Service Tariff of account charges, depending on the level of your business' turnover per annum. If your interest rate is tiered (for example there are different interest rates which apply depending on the level of funds or the length of time the deposit is held in your account), your interest rate will change in accordance with the tiers applicable to your product.
- 3.4 If any exchange rate we apply or interest rate we charge you or pay you is set by referring to a publicly-available reference rate, such as the Bank of England Base Rate (a tracker rate), the interest rate will change in accordance with changes to that reference rate. Any changes to interest rates will apply within one working day of any change to the reference rate.
- 3.5 Any changes to exchange rates will take effect immediately. We will tell you the exchange rate applicable at the time the currency conversion is carried out. You can contact us to find out the current exchange rates at any time.

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

## Types of interest rate

- **A fixed rate** is one we won't change before the fixed period ends.
- **A tracker rate** is set by reference to a publicly-available reference rate and will change in accordance with changes in the reference rate.
- **A managed rate** is one we set and can change at our discretion.

Additional Terms and Conditions, if any, will tell you what type of interest rate applies to your product or account.

## Notice of changes

- 3.6 The periods of notice we will give when we make changes to this agreement will depend on the type of change we are making and the type of account you have. The table below sets out the different notice periods.
- 3.7 When we give you notice, we will send this electronically or by post, sometimes we'll include this with your statements. When we give you a personal notice about a change we'll also tell you the date the change will take place.
- 3.8 If there's a change that we don't have to tell you about in advance, we will give notice of the change on our website within three working days of the change. We may also advertise it in the press.

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

- 3.9 If you don't want to accept the change and want to end this agreement and close your account, you must tell us before that change takes place, or for restricted access accounts:
- within the next 30 days from the date of notification where the change is a disadvantageous change to the interest rate; or
  - within the next 60 days from the date of notification for all other changes.
- 3.10 If you close or switch your account for this reason, we won't charge you and you'll continue to earn interest until the date your account closes. You'll have to pay back any money you have borrowed from us under any overdraft before the account is closed.
- 3.11 If we give you notice and if you don't tell us you want to close your account or end the service, then we'll treat you as having accepted the change at the end of the notice period.

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

- 3.12 We have to give different amounts of notice depending on the type of change and the account or service you have, including whether the account is a restricted access account (an account where you can't make day-to-day payments or has other payment restrictions).



Type of change	Notice before the change takes effect			Notice after the change takes effect
	At least two months	At least 30 days	At least 14 days	
<b>Current accounts and savings accounts which do not have restricted access:</b>				
<ul style="list-style-type: none"> <li>Reducing interest rates we pay you (including reducing the margin above or below a reference rate).</li> <li>Changing or introducing fees and charges for standard account and additional payment services.</li> <li>Changing any other terms of this agreement.</li> </ul>	✓			
<ul style="list-style-type: none"> <li>Increasing interest rates we pay you (including increasing the margin above or below a reference rate).</li> </ul>				✓
<b>Savings accounts with restricted access:</b>				
<ul style="list-style-type: none"> <li>Reducing interest rates we pay you (including reducing the margin above or below a reference rate), if your balance is £100 or more.</li> </ul>			✓	
<ul style="list-style-type: none"> <li>Increasing interest rates we pay you (including reducing the margin above or below a reference rate), if your balance is below £100.</li> </ul>				✓
<ul style="list-style-type: none"> <li>Making changes to terms of this agreement or changing or introducing fees and charges which relate to the way in which you can make or receive payment transactions on your account.</li> </ul>	✓			
<ul style="list-style-type: none"> <li>Changing any other terms or fees and charges in a way which would be disadvantageous to you.</li> </ul>		✓		
<ul style="list-style-type: none"> <li>Changing any other terms or fees and charges in a way which would be advantageous to you.</li> </ul>				✓

# 4 Interest rates and charges

## Interest we pay

- 4.1 If you have an interest-bearing account, we'll pay interest on the credit balance. We'll work out the interest we need to pay you at the end of each day. This is based on a 365-day year (or a 366-day year in a leap year). We'll tell you in the Additional Terms and Conditions if we work out interest differently on a particular product.
- 4.2 We'll normally pay any interest earned into the account on which the interest is payable, but sometimes you can ask us to pay interest into a different account.
- 4.3 Unless the law tells us we can pay interest without deducting tax, we'll normally deduct tax at the appropriate rate before we pay interest to you. We will only pay interest without deducting tax if you ask us to and if you have completed all the right documents. You are responsible for ensuring that you pay the relevant tax authorities any tax liabilities that are due for interest earned on your account.
- 4.4 Some of our accounts and services may have notice periods for withdrawing money from the account. These will be set out in the Additional Terms and Conditions. If you withdraw money from an account that is subject to a notice period, without giving the relevant notice, you may do so, subject to the loss of interest for the relevant notice period.

## When we pay interest

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

Interest rates can be fixed or variable. Fixed rates won't change for an agreed period and variable rates will go up or down either to track a reference rate such as Bank of England base rate or because we've set a rate we set which we can change.

## Charges

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

# 5 Keeping your account secure

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

## Protecting your account information

- 5.1 You and any authorised users of your account, must take reasonable steps to keep your account information and payment devices secure. This means keeping the security details you use to access your accounts and make payments (such as your PINs, passwords and security codes) safe.

### What are my 'security details'?

This is the information, personal to you, which you use to access your account and make payments, so we know we are dealing with you. We might not use all of these presently, but they can include:

- Passwords, PINs, security codes and memorable data.
- Biometric data (such as a fingerprint or voice ID).
- The codes and passwords and memorable data you set up with us for telephone or Internet Banking.

- 5.2 You should also take reasonable care of your account. In particular you should check bank statements, invoices and communications within a reasonable time after receiving them.
- 5.3 It's your responsibility to keep your security details and payment devices safe, and keep us up to date if you notice that something doesn't seem right.

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

- 5.4 We'll need to check that we are dealing with you whenever you use or access your account. We'll use different ways to check your identity depending on how you are instructing us.
- 5.5 We might require evidence of identity, a signature of an authorised signatory, require the use of payment device or rely on the use of your security details.
- 5.6 If your security details are used we'll assume we are dealing with you or an authorised user and will treat the instruction as if you have authorised it. This is why it's important to keep your security details and payment devices safe.
- 5.7 Usually when you call us we will need to identify you, depending on what you want to talk to us about. We'll do this by asking for certain information (such as answers to questions) known only to you.

## What are reasonable steps to keep my information secure?

- Following instructions we give you which we reasonably consider are needed to protect your accounts.
- Not calling us if you think your conversation will be overheard or intercepted.
- Being careful not to share your security details with anyone.
- Not writing down your security details in a way that people can easily understand and remember to change them regularly.

More information and guidance on the steps you should take to keep your information safe is available on our website at [unity.co.uk/security](https://unity.co.uk/security)

## If you think your security has been compromised

- 5.8 You must tell us as soon as you can if you think your account security might have been compromised. This includes when:
  - someone else has accessed, has tried or is able to access or use your account, payment device or security details;
  - someone else has made a payment from your account which you did not authorise;
  - a cheque, payment device or your security details have been lost or stolen.

- 5.9 We'll ask for information from we need from you to help us. We may pass this information to the police if we think we should.
- 5.10 We can temporarily suspend or cancel access to your account or a service to prevent anyone misusing your money and to protect you and us from unauthorised use.
- 5.11 You must not use your security details, a payment device or a cheque after you have reported it as being lost or stolen, or if you think someone else has or has tried to use it.
- 5.12 If we think that any of your security details, such as PINs, may have been compromised, we may send you a replacement to help keep your account secure.
- 5.13 If you authorise a payment and none of your details have been compromised, we will assume it was a payment you wanted to make.

## Writing cheques

- 5.14 You should write cheques so that they are not easy to alter. You must not post-date cheques, because we can still pay them even if they are post-dated. This might mean you don't have enough in your account to cover the cheque payment.
- 5.15 You must not pre-sign blank cheques.
- 5.16 You should always ask us to cancel the original cheque before you write a replacement cheque for the same payment.

## Stay safe and secure

Nobody from Unity Trust Bank will ever call to ask you for a full PIN or passcode. We'll never call to ask you to transfer your money into an entirely new account. If you are in doubt, call us to check. But always use a different phone line if you have just had a suspect call, because fraudsters can keep the original line open and use it to gather your details.

**If you think someone else could have unauthorised access to your account, call us right away:**

Telephone **freephone 0808 196 8420**

# 6 Making payments out of your account

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

6.1 You can withdraw money from your account in the following ways:

- electronic payment transfers, using payment schemes such as Faster Payments and CHAPS;
- using a Direct Debit scheme;
- Standing Orders;
- at your nominated third party bank branch;
- by cheque;
- giving us instructions via a third party such as a payment initiation service provider.

## Giving us instructions to make a payment

6.2 You provide your consent for a payment to be authorised when you follow the procedures required for the payment type you are making. This will include:

- logging into Internet Banking using your security details you have set up with us (passcode, password) and completing a payment in the way we ask you to;
- providing your account details to someone (online, by telephone, in writing) in order to make a payment or to authorise future payments in a way requested by them;
- completing a Direct Debit form;
- following the payment instructions of an authorised third party provider you have asked to submit a payment instruction for you;
- writing a cheque.

6.3 You'll need to give us the details of the account you wish to pay. For payments to accounts in the UK, that's the account number and sort code, and any other information we ask for, such as the name of the account holder, to check it matches the account details you have given us. We need additional information for making payments outside the UK, please see the section on international payments below.

6.4 You'll also need to tell us whether we should make the payment immediately or at some time in the future. If you ask us to make a payment on a future date, we'll make it on that date. If the payment falls on a non-working day, we will make payment on the next working day.

6.5 We don't have to pay cheques if someone pays them in more than 6 months after you've written them, but we may do this, no matter how long it is since you wrote the cheque.

### What is a working day?

Our working days are Monday to Friday except public holidays.

## Bulk Faster Payments

6.6 To make multiple payments out of your account using our Bulk Faster Payments service via Internet Banking, you must follow the procedures for uploading a file containing the details of the multiple payments you wish to make, in accordance with the guidance we make available on our website.

6.7 You provide your consent for all of the multiple payments contained in the file to be authorised by uploading the file and providing the security information we ask for to complete making the multiple payments.

## Instructions on an account operated by more than person

- 6.8 Unless we have agreed with you otherwise (such as via a mandate), anyone or any authorised users named on your account can give us instructions and operate your account, this includes authorising payment transactions, withdrawing money, changing your contact preferences and applying for new products and services. Therefore, we won't normally ask for both or all of you to give us instructions jointly. Any instruction given by one of you will commit the rest of you.
- 6.9 If we have been made aware of a dispute between you, we may require you to give us instructions jointly, so that you have all consented to what you are asking us to do. We may also suspend your use of Telephone and Internet Banking and payment services, to prevent one person committing the rest of you.
- 6.10 We may refuse to accept instructions from authorised users, and may remove them from your account, if we reasonably believe a regulatory requirements means we have to.

### Checking your instructions

To keep your money safe, and to avoid mistakes, we'll only follow instructions if we think they are complete, clear, and come from you (or a third party you have properly authorised to give instructions on your behalf). We'll take steps to check this before we do anything.

**It's up to you to check the details are correct before asking us to make a payment, as we'll make it using only these details.**

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

- 6.11 When you instruct us to make a payment we will check you have enough money in your account to cover it. We will look at the balance of your account, any arranged overdraft you have with us, cheques which have been paid in and are available to use, and the total amount of payments you already asked us to make from the account that have not yet been paid.
- 6.12 If there's enough money, we'll make the payment. Except where we have agreed with you that we will use a specific payment system (such as where you have requested a CHAPs payment), we will send your payments through the payment system we normally use for that type of payment.
- 6.13 If there isn't enough money, or we reasonably believe that there won't be enough on the payment date, we won't be able to make the payment (unless the payment is one we've guaranteed to make). Any payments that we can't make will be returned unpaid, and we may still charge where there is a charge for making that payment type.
- 6.14 Even if you don't have enough money in your account to make the payment, or you don't have an arranged overdraft, we may provide you with an unarranged overdraft to cover the payment.
- 6.15 If you try and make two or more payments on the same day and you don't have enough money to make all of them (including with any unarranged overdraft we give you), we will decide which payments to make, but please remember we won't know which of the payments is most important to you.

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

- 6.16 We may apply financial and other limits to your instructions. An example might be a limit on how much cash you can withdraw over a counter in a single day. If there are withdrawal limits on your particular type of account, these will be set out in the Additional Terms and Conditions.
- 6.17 We may also apply limits, to certain types of payment. We will tell you what these are at the time you make a payment or withdrawal.

## When will we action your instructions?

- 6.18 Provided that we receive your instruction before the cut-off time for giving payment instructions for that day, we'll action your instruction to make a payment on the same working day we receive it (or the date you ask us if this is in the future). We'll process any payment instructions received after the relevant cut-off time, on the next working day.
- 6.19 If we receive your payment instruction on a public holiday or at the weekend, we'll usually process your instruction on the next working day.

### Payment cut-off times

Different types of payment instructions (including those in different currencies) have different cut-off times. You can find out the cut-off times on our website at [unity.co.uk/running-your-business-account](https://unity.co.uk/running-your-business-account) or asking us on the phone.

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

- 6.20 For UK payments made electronically (payments within the UK made entirely in sterling) the payment will reach the recipient's bank no later than the end of the next working day, and usually sooner, such as for Faster Payments, though standard BACS payments can take 3 working days.
- 6.21 For domestic payment instructions given on paper (excluding some cheques) it will be no later than 3 working days after we have processed your payment instruction.

## External payment systems

- 6.22 Sometimes we'll need to send a payment using an external payment system, and we'll decide when to do this. If necessary, we may need to get you registered on that system first, so you agree that:
  - 6.23 we can register you on any external payment system (which may include allocating you a user number);
  - 6.24 you will comply with the requirements of the system that we notify you about;
  - 6.25 you will get and maintain any licences or authorisations needed for either of us to use the system.

## Cancelling or changing a payment instruction

- 6.26 You can't cancel or change a payment you've asked us to make immediately.
- 6.27 For regular or future payments, including Direct Debits and Standing Orders, you can cancel or change a payment up to the end of the working day before the date the payment is due to be made. You can do this through Internet Banking or by phone. Payments can't be stopped after



they've been processed. You should also tell the organisation that collects the payment, so they can cancel it too.

- 6.28 To stop a cheque, you must ask us to cancel the cheque that you have written before it has been presented for payment by the beneficiary to their bank. However we will charge a fee for this in accordance with our Standard Service Tariff.

## Making international payments from your account

- 6.29 All international payments and transactions are undertaken for us by third party agents, and the type of foreign service will determine which agent we use.

- 6.30 By international payments, we mean:

- payments in a currency other than sterling (including where there has been a currency conversion at some point), or
- payments in any currency to or from an account that is not based in the UK.

- 6.31 International payments you ask us to make will be processed via a third party. They usually have to be sent through other banks. In order to make international payments, you will need to provide the SWIFTBIC and IBAN codes of the account you're sending money to. You can get these from the person you are sending the payment to.

- 6.32 We may need to include your name, address and other information within the payment instruction, to comply with the local laws of the country you are sending the payment to. You agree to us doing this by asking us to make an international payment for you.

- 6.33 The maximum time it will take for a properly authorised payment to reach the payee will be:

- up to 10 working days for foreign draft payments;
- for payments in Euro and Sterling to countries within the EEA, the payment will reach the other bank no later than the next working day after we received your payment instruction;
- for payments in any other currency to countries within the EEA, the payment will reach the other bank no later than the fourth working day after we received your payment instructions;
- for non-EEA overseas transfers of funds the transfer times will depend upon the destination country of the payment, but it will take no more than 10 working days.

- 6.34 In some countries, agents' charges, particularly in relation to low value transfers, can be considerable. If, after processing your request, your transaction is subject to additional charges over which we have no control, we will pass these charges on to you as soon as they become known to us. We will notify you in writing if this is the case. The payee receiving the payment will be responsible for any agent's charges for their bank or payment services provider.

# 7 Payments into your account

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

## Paying cash into your account

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

How cash is paid in	Received by us	Ready to withdraw once received by us
Cash paid in over a bank's counter	Up to 4 working days after the cash was paid in.	Immediately, if you are a <b>Small Business Customer or Small Charity</b> .
		By the end of the next working day, if you are a <b>Large Corporate Business Customer</b> .
Post Office®	Up to 2 working days after the cash was paid in.	Immediately, if you are a <b>Small Business Customer or Small Charity</b> .
		By the end of the next working day, if you are a <b>Large Corporate Business Customer</b> .

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

## Electronic payments into your account

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

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

### Payment cut-off times

Different cut-off times may apply to different types of payment made into your account (including those in different currencies). You can find out the cut-off times on our website at [unity.co.uk](https://www.unity.co.uk) or asking us on the phone.

## International electronic payments into your account

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

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

- 7.7 Money paid into your account by cheque needs to go through the cheque clearing process. If the cheque is received before 3pm, the process starts on the working day we received the cheque. Otherwise, we'll start processing it on the next working day.

### Checking your instructions

We recommend that you retain copies of all cheques paid in, in the event of a query. We have no control over the processes within your nominated branch of your bank, which may affect these timescales.

- 7.8 Where you use the services of other banks or Post Office® branches in the UK, we will charge for these services in line with our Standard Service Tariff, available on our website.
- 7.9 For cheques payable in sterling and drawn on a bank in the UK, Channel Islands, Isle of Man or Gibraltar, the following timescales apply:

Type of payment	Received by us and ready to withdraw
Posted Cheques	Three working days after cheque is received.
Cheques paid into account over a bank's counter	Up to four working days after cheque / cash has been paid in.
Cheques paid in via image clearing (some bank counters)	
Before 3pm	One working day after the cheque has been paid in / received.
After 3pm	Two working days after the cheque has been paid in / received.
Foreign cheques	Collection: Up to 8 weeks Negotiation: Within 10 working days  (See the section on foreign cheques below for what we mean by 'Collection' and 'Negotiation')

## Clearing Cheques

- 7.10 You may be able to draw against this credit, although you should remember that the issuing bank can still return the cheque unpaid and tell us to debit your account with us. If this happens and you have drawn against the cheque, then your account may become overdrawn and you will be charged debit interest. However, by the sixth working day after receiving it, you can now be sure that the cheque is cleared and that the money is yours as we will not deduct the amount of the cheque from your balance unless you give your consent or unless it is found to be fraudulent or you are a knowing party to the fraud.
- 7.11 If you pay a cheque into your account and it is returned unpaid, the amount will be deducted from your account. We will tell you when this has happened. You may be charged for this service.

## Foreign cheques

- 7.12 We can't always process a cheque that is in a foreign currency, or is drawn on a bank outside the UK. We can't always accept the cheque if it's drawn on a non-UK bank.
- 7.13 If the cheque is in Euro or US dollars and drawn on a UK bank, we'll attempt to obtain payment by putting the cheque into the Euro or US dollar clearing system.
- 7.14 If the cheque is drawn on a non-UK bank, you must sign the cheque on the back using the same name as on the front of the cheque.
- 7.15 If you receive a cheque in a different currency or it is drawn on a bank outside the UK, it could be cleared in one of two ways: **'Collecting'** or **'Negotiating'**.
- 7.16 We will send the cheque on a collection basis, unless you specifically request us to negotiate the cheque.

- 7.17 If we negotiate the cheque, the other bank may later return it (for example, because it's returned unpaid) or ask for the money to be returned. We'll then take the money from your account again. The amount we send back is likely to be different from the amount we paid in (and may be more than we paid in). This will happen if the exchange rate has changed or if we deducted charges for the costs we incurred in trying to get the money for you.
- 7.18 We will convert foreign currency cheques using a using an exchange rate made up of a reference exchange rate (which changes to reflect currency market movements). We may add a margin to this.
- 7.19 Where we process a foreign currency cheque for you, you'll be responsible for our charges and costs and the charges of any foreign bank or agent we use to collect the payment. We'll take these from the account you told us to pay the cheque into.

### What is 'Collecting'?

We'll send the foreign currency cheque to the paying bank and we will have to wait for payment from the paying bank. We'll pay the cheque amount into your account when we receive payment from the paying bank, after we have converted it into the currency of your account. The time the collection process takes depends on the paying bank and or country it's based in. You can ask for details.

### What is 'Negotiating'?

We assume the foreign currency cheque will clear and we pay the cheque amount into your account on the working day after we receive it (converted into the currency of your account).

# 8 Internet Banking

- 8.1 To use Unity Trust Bank's Internet Banking services, you will need to register a telephone number and have this phone available whilst logged in to Internet Banking.
- 8.2 When registering for the use of the Internet Banking service, each person authorised by you to use the service will be issued with a unique user name and password. Access to the Internet Banking service will be dependent upon the use of the user name, password and pin.
- 8.3 Internet Banking lets you and/or your authorised users manage your accounts with us online, for example:
- view your accounts;
  - access and change information;
  - make payments from your accounts; and
  - authorise other people to do the above on your behalf.

Some features of Internet Banking may not be available on all computers, mobile devices or operating systems.

## Acting on your instructions

- 8.4 You authorise us to act on all instructions received via the Internet Banking service in respect of your account (as long as the relevant procedure for authorising a transaction or instruction, as set out in this agreement, has been followed), and to debit your account with the amount of all transactions initiated through the Internet Banking service.

## Things you and your authorised users must not do

- 8.5 It is your responsibility to ensure you and your authorised users use the Internet Banking service in an appropriate way. You must ensure you and your authorised users don't:
- use it for anything illegal or inconsistent with these General Terms and Conditions;
  - try to copy, reproduce, modify or tamper with it in any way;
  - use it on a device or computer which contains or is vulnerable to viruses or other damaging properties or which does not have up to date anti-virus, antispyware software, firewall and security patches installed on it;
  - use it in a way that could damage or affect our systems or security, or stop it from working on our systems, interfere with other users, or restrict or inhibit anyone else's use of Internet Banking (including when uploading files to make Bulk Faster Payments);
  - collect any information or data from us or our systems or try to decipher any transmissions to or from the servers running any of the functions provided by the Internet Banking service.

## What's our liability to you?

- 8.6 We'll use reasonable skill and care to protect the integrity and security of our Internet Banking service, by incorporating security features to ensure doesn't contain viruses or anything else that could cause damage. We won't be responsible to you for loss or damage to your device or software for reasons beyond our reasonable control.

8.7 We also won't be responsible:

- for any equipment, software or user documentation which someone other than us produces for use with Internet Banking;
- for any service you or your authorised users use to access Internet Banking or which is accessed through Internet Banking which we don't control;
- if you or your authorised users can't access Internet Banking; or
- if you or your authorised users use Internet Banking outside the UK, we won't be liable to you or them if this doesn't comply with any local laws.

## Updates and availability

8.8 You can usually use Internet Banking at any time, but sometimes we may need to make updates, changes and improvements which may mean some of the features may be slower than normal or some or all of the services will be temporarily unavailable. We may also need to do this for security, legal or regulatory reasons, or due to unusual events beyond our reasonable control. We won't be liable to you for the Internet Banking service being unavailable in these circumstances, because you will still be able to give us instructions and access your account through other channels.

8.9 We may make changes to the Internet Banking service from time to time (such as introducing new features or making updates). Upgrades and changes to Internet Banking might also mean you and your authorised users will have to update their browser or other software, or you may need to agree to new terms, to keep using Internet Banking.

8.10 Should Internet Banking be temporarily unavailable, for example to carry out routine maintenance or repair a system failure, wherever possible, and whenever we have prior knowledge, we will try to inform you. This may include notifying you on our website.

8.11 We can restrict or withdraw access to Internet Banking for any of the reasons set out in section 9.6 of this agreement.

## If something changes

8.12 You must tell us immediately if any authorised user ceases to be so authorised. You can tell us by telephone immediately to be confirmed in writing, signed in accordance with your mandate with us. You must not permit any user ID or password to be passed from any authorised user who is to cease being so authorised, to any individual who is to become a new authorised user.

8.13 You must tell us of any new or additional persons to be authorised to use the Internet Banking service by sending an Internet Banking service application form, signed in accordance with your mandate with us.

8.14 These authorised users will lodge personal security information with us which, together with a confidential password, will enable them to access the service.

8.15 You may terminate your use of the Internet Banking service by advising us in writing.

8.16 Signed in accordance with your mandate. The termination will not be effective until we have actioned and confirmed your instruction.

8.17 All completed authorised transactions made by an authorised user up to and including the day on which the Internet Banking service terminates shall be effected by us.

## Staying secure in Internet Banking and other electronic services

- 8.18 We'll do all we reasonably can to prevent unauthorised access to your accounts through Internet Banking.
- 8.19 An authorised user must not allow anyone else to access or use his/her unique user name, password or pin (other than an authorised third party provider).
- 8.20 If any authorised user(s) suspect(s) that someone else knows their security details, or, if they discover any breach in the use of the Internet Banking service, they must notify us immediately or you may be liable for any unauthorised transactions.

**You can find more guidance on preventing misuse of your accounts through Internet Banking and on our website [unity.co.uk/security](https://unity.co.uk/security)**

## 9 When we can refuse instructions or suspend access to services

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

- 9.1 We won't be able to make a payment from your account if:
- your instruction isn't clear or does not contain all the information we need, or we reasonably believe it didn't come from you;
  - you don't have enough money in your account to cover the payment (including any arranged overdraft) and we don't agree to provide you with an unarranged overdraft;
  - the type of payment you are trying to make is not available to us or we have withdrawn it;
  - you've not provided any extra identification or information about the payment that we've reasonably asked for;
  - the payment exceeds a limit that we tell you, or that you've set (where applicable), when you make the payment;
  - you've asked us to send a payment via a method which the recipient's bank doesn't accept.
- 9.2 We won't make a payment where we reasonably believe:
- there has been a breach of security or misuse of your account, security details or a payment device;
  - in carrying out the instruction or accepting a payment we might break a law, regulation, code or other duty that applies to us, or it might expose us to claims from third parties or damage our reputation;
  - that following the instruction or accepting a payment might expose us to legal action or censure from any government, regulator or law enforcement agency;
  - that a payment into or out of an account is connected to fraud or any other criminal activity;

- 9.3 We won't be responsible for any loss to you if we refuse to make or accept a payment in these circumstances.
- 9.4 In most cases you'll know when we've refused to make a payment at the time you give us your instructions. For other types of payment, e.g. standing orders, we'll usually tell you if we can (for example, by calling you or sending a Secure Message on Internet Banking).
- 9.5 If you'd like to know why we didn't follow your instructions you call us and we'll explain, unless we were prevented from doing so because there's a legal or security reason which means we can't tell you. If you also request written confirmation by letter then we may charge you.

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

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

## 10 Borrowing money on your account (overdrafts)

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

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



### What's an 'arranged overdraft'?

We agree in advance to provide you with an overdraft that allows you borrow money on your account up to an agreed overdraft limit.

### What's an 'unarranged overdraft'?

An overdrawn balance on your account which we have not agreed in advance.

## Repaying an overdraft

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

## Set-off

- 10.8 If you owe us money (for example on a loan or overdraft) and do not repay it when it has become due, we can use any money in any of your accounts with us to repay or reduce the amount you owe us. This is called our right of **'set-off'**.

- 10.9 Set-off applies to accounts and debts you hold with someone else too. Our right of set-off applies to:

- money in an account which is in your sole name to pay a debt that only you owe, or you owe jointly with someone else; and
- money in an account which is a joint account to pay a debt only you owe, a debt one or more of the other account holders owes, or a debt you owe jointly with one or more of the other account holders.

- 10.10 If you have told us that money you hold in an account in your name actually belongs to someone else (for example if it's a trust or client account), we won't use our right of set-off to take any of that money.

## Borrowing on accounts held jointly with other persons

- 10.11 Where your account is held jointly with other persons, you agree that we can provide the information about the overdraft, such as the facility letter, to only one of you. We'll treat both or all of you as having agreed to the overdraft.
- 10.12 Each person or entity named on the account will be jointly and individually responsible for any amount you owe us under the agreement. This means that we can ask all or just one of you to repay the full amount of any money you owe us and not just a share.

### What does 'jointly and severally' liable mean?

Each person or entity named on a joint account is each responsible for repaying any debt owed, together and individually.

We can ask all of you or just one of you repay us the full amount owed.

- 10.13 We can also accept partial payment from one of you, but this doesn't mean we agree that the other(s) don't owe us the rest of the money. This is technically called **'joint and several liability'**.
- 10.14 If the account is held by an unincorporated association (such as a club, charity, industrial or provident society or other form of association) then, unless we have agreed otherwise, each authorised signatory is separately responsible for complying with the terms of the agreement and is jointly and severally liable under it for money you owe us. This means that we have the right to demand repayment of the full amount owed, and not just a share of it, from all or any of the authorised signatories.
- 10.15 The authorised signatories and or authorised persons to a Limited Company's or Limited Partnership's account are not responsible for money owed to us unless we have a separate agreement with them.

## 11 What happens when something goes wrong?

### Act honestly and keep us informed

If you notice any unusual or incorrect transactions on your account or if you think you may have been the victim of fraud you should let us know as soon as possible, even if a third-party payment initiation service provider is involved in making the payment.

### If you have given us the wrong account details when making a payment

- 11.1 This might have happened by mistake (because you accidentally gave us the wrong account number or sort code).
- 11.2 If this happens, you won't be entitled to a refund by law, and we won't be responsible for any loss you suffer, but we'll make reasonable efforts to help you get the money back. You can ask us to contact the bank that received your payment to try to recover the money. However, we may charge a fee for tracing, recalling or cancelling a payment (you'll find details in our Standard Service Tariff available on our website).
- 11.3 If we can't get the money back then you can send us a written request to provide all the information we're allowed to by law in order to help you claim repayment of the money yourself.

### If you have been tricked into sending money to a fraudster or been the subject of a scam

- 11.4 This might also happen because you have been tricked or persuaded into thinking you were making a genuine payment to someone else, or that you were making a payment for a genuine reason, but it turned out to be fraud or a scam.

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

11.6 You won't get a refund if, taking into account the circumstances when the payment was made, we find you were careless or should have known that you were sending money to a fraudster, or that the payment was not genuine.

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

11.7 If a payment you have instructed us to make has gone wrong, for example because:

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

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

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

11.8 We'll refund the full amount of the unexecuted or defective payment before the end of the working day after you tell us, or sooner if we can, and put your account back to the position as if the transaction had not happened. Unless we've paid too much, in which case, we'll refund you the difference and put your account back to the position as if the extra amount had not been paid.

11.9 We'll also be liable to you for any interest or charges you have to pay as consequence of us not making the payment, making it incorrectly or late.

11.10 If a payment you have asked us to make is late arriving and the payment is:

- in the UK, or
- in Euros to a recipient with a bank account in the EEA which is made via a recognised payment system which operates across Europe and the UK,

we'll contact the recipient's bank and ask them to treat the payment as if it had arrived on time.

11.11 We won't make a refund if:

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

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

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

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

11.13 These are payments made from your account that you (or someone you normally authorise to make payments from your account such as a payment initiation servicer provider) didn't instruct us make or authorise.

11.14 We'll refund the full amount of an unauthorised payment before the end of the working day after you tell us, or sooner if we can, and put your account back to the position it would have been in had the payment not been made. However, we won't make the refund if we have reasonable grounds to suspect you have acted fraudulently. There are also other circumstances where we won't make a refund, depending on the type of customer you are.

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

11.15 We won't make a refund if:

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

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

- you acted fraudulently; or
- it was made because you intentionally or with gross negligence failed to keep your security details safe (e.g. you knowingly gave your PIN or password to someone else).

11.17 We'll be responsible (unless you've acted fraudulently):

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

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

11.18 If the payment is made from your overdraft, the 13-month timescale to tell us about the unauthorised payment will not apply, and we will not take into account whether or not you've been negligent in keeping your security details safe when considering whether to give you a refund. However we will not refund you if the unauthorised payment was taken by someone you intentionally gave your security details to.

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

11.19 We won't make a refund if:

- your security details were lost or stolen if you failed to keep them safe or to take reasonable steps to prevent misuse;
- we reasonably suspect fraud on your part; or
- you don't tell us within 13 months after the unauthorised payment was made.

11.20 We can take back refunds (after giving you reasonable notice) if it was made because you failed to keep your security details safe or to take reasonable steps to prevent misuse.

11.21 We'll be responsible (unless you've acted fraudulently) after you've told us that your card or Security Details have been lost or stolen.

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

11.22 Sometimes you can make a payment by agreeing that someone else can take money out of your account without you knowing the exact amount of how much the payment is going to be (for example to pay for services such as car hire or a hotel room). These payments can sometimes be for more than you were expecting to pay.

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

11.23 If this happens, can ask us for a refund and we'll investigate your claim and ask for any additional information we need. We may refund you, if you requested the refund within 8 weeks of the date the payment was taken from your account, and if all the following conditions apply:

- the payment was made in the UK, or a Euro payment was processed by a payment provider in the EEA using a payment system operating across Europe and the UK;
- you didn't authorise the exact payment amount;
- the amount of the payment is more than you could reasonably have expected to pay, based on the circumstances, including your previous spending patterns.

11.24 We'll refund you within 10 working days of your request or from when receive any information we have asked for, or if we can't refund you, we'll tell you why we're not refunding you. However you won't be entitled to a refund if you gave us your authorisation for the payment directly, and details of the amount of the transaction were provided or made available to you, at least four 4 weeks before the payment was made.

11.25 If you allow payments to be made from your account using the UK Direct Debit Scheme, the Direct Debit Guarantee (which you'll be given on the Direct Debit form or Direct Debit confirmation) will apply instead of the terms above. If you have a dispute with someone who has collected Direct Debits from your account, you'll need to take it up with the person or company who is taking the money.

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

11.26 We apply the Corporate Opt Out, so you won't be entitled to a refund where you may have been charged more than expected for a transaction.

## If we credit a payment to your account late

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

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

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

- 11.28 We apply the Corporate Opt Out, so if we credit payments to your account late, your account balance won't be adjusted as if we credited the payment on time.

## Unauthorised cheques

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

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

- 11.30 We won't be liable for any losses you may suffer if we cannot perform our obligations under this agreement due to:
- you giving us incorrect information about the payee (such as giving us the wrong account number) when making a payment from your account;
  - any legal or regulatory requirements;
  - if you have acted fraudulently;
  - our failure or delay in making a payment was due to abnormal or unforeseeable circumstances which are outside our (or our agents' and or subcontractors') control (such as an industrial dispute or a major problem with a payment system), the consequences of which would have been unavoidable despite our best efforts.
- 11.31 If you have suffered any loss or damage as a result of something we have done, or didn't do when we should have under this agreement, we will not be liable to you in respect of any claim for loss of business,

loss of goodwill, loss of opportunity or loss of profit or other indirect or consequential losses such as loss of data or losses resulting from third party claims.

- 11.32 We sometimes use people or companies outside of Unity Trust Bank to help us provide our services to you. If we can't provide a service because of their technical failure, we'll try and provide an alternative service for you. You'll need to use any alternative we provide in accordance with this agreement.

## Complaints and the protection you have

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

**You can find out details of what happens next and how we will deal with your complaint on our website at [unity.co.uk/complaints](https://www.unity.co.uk/complaints) or by calling the Unity Trust Bank Customer Service Centre on 0345 140 1000.**

- 11.34 If we do not resolve your complaint internally to your satisfaction and you are eligible, you may be able to refer it to the Financial Ombudsman Service. Details about their service and how to refer a complaint to them can be found on their website at: [financial-ombudsman.org.uk](https://www.financial-ombudsman.org.uk)

## Financial Ombudsman Service (FOS)

The FOS is an organisation set up by law to give consumers and some business customers a free and independent service for resolving disputes with financial firms. You can get details of those who are eligible complainants from the FOS.

# 12 Closing your account, ending a service, or leaving Unity Trust

If you wish, you can close an account, stop any service you've applied for separately or end this agreement which means stopping banking with Unity Trust Bank completely, by telling us.

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

## Closing your account

For account closures please email us at [us@unity.co.uk](mailto:us@unity.co.uk) attaching a scanned instruction signed in accordance with the account mandate or write to us at:

**Unity Trust Bank**  
**PO Box 7193**  
**Planetary Road**  
**Willenhall**  
**WV1 9DG**

## If you change your mind

- 12.2 If you change your mind after you have opened the account and decide you don't want it, you can close your account and have your money returned, as well as any account fees you have paid and interest you have earned provided that you tell us you want to close your account within 14 days of the later of the date you opened your account, or when you received these General Terms and Conditions. If you cancel or switch your account after this timescale, you won't be refunded any account fees.

- 12.3 If you have a fixed rate on your account or the rate depends on market changes outside of our control, the 14-day cancellation right does not apply.

## Using the Current Account Switch Service

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

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

- 12.5 We can close your account and end this agreement (unless your account is for a fixed term), or stop providing services by giving you at least two months' notice. Any benefit or services linked to your account will stop at the same time.
- 12.6 We can close your account and end this agreement, or stop providing any services (such as Internet Banking) immediately and without notice if:
- you have seriously or persistently broken any terms of this agreement, or any other agreement you have with us;
  - you have carried out (or we reasonably suspect you have carried out) illegal or fraudulent activity;
  - we reasonably consider that by continuing with this agreement we might break a law, regulation, code or other duty that applies to us;
  - we reasonably believe that we might be exposed to action from any government, regulator or law enforcement agency, or damage our reputation;
  - there's been a breach of security or misuse of your account, security details or payment device;

- you have given us any false information at any time;
- you weren't entitled to open your account or use the service, or are no longer entitled to have the account or service;
- you haven't provided us with information we have requested about your identity or tax liability;
- you use (or allow someone else to use) your account illegally or for criminal activity (including receiving proceeds of crime into your account); or
- you behave in a threatening or abusive manner to our staff.

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

- you or a third party have taken any steps to wind up your business, put it into administration or any other insolvency process;
- you enter into any voluntary arrangement with any of your creditors;
- you enter into any agreement with any of your creditors to defer or reduce the amounts due and payable to them;
- anyone tries to enforce security granted by you;
- any of your creditors commences a legal process to enforce sums owed by you;
- any of your director(s) have been disqualified; or something has happened that means a court could decide to disqualify them.

12.8 If you have an overdraft facility with us, we can end that facility in accordance with the facility letter which we gave you at the time and we may suspend your right to make payments that would leave your account overdrawn.

12.9 If you break our agreement and it creates costs for us, we can claim reasonable costs from you. This could include the costs of tracing you and taking steps to deal with the issue, enforcing the payment of any money you owe us (for example, repaying an overdraft, as well as any charges for our services you haven't yet paid).

### If you stop using your account

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

### What happens when accounts are closed?

12.11 We will not close your account until you've repaid any money you owe us. This includes any payments you've already made but that have not been taken out of your account.

12.12 Any benefit or services we have provided to you in relation to particular accounts will end as soon as your account is closed. You will however continue to be liable for any outstanding liabilities under this agreement which relate to the period before it was terminated.

12.13 You'll be responsible for cancelling any payments to or from your account and you must not write any more cheques and destroy any unused ones.



# 13 Using third party providers

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

If you want to use a service provider for these purposes, this agreement between us still applies. You can give your security details to a payment initiation servicer provider or account information service provider if they need these in order to provide their services to you.

- 13.2 You should not share your security details with a third party that is not a payment initiation servicer provider or account information service provider. If you do, we will not be responsible for any losses you suffer as a result of misuse or disclosure of information about your account by that third party.
- 13.3 We'll treat any request from a payment initiation servicer provider or account information service provider to see information about your accounts and to make payments as permitted by you, where either of you have supplied us with your correct security information. We will also assume that you consent to access being granted as frequently as the payment initiation servicer provider or account information service provider requests it.
- 13.4 We may refuse to allow a payment initiation servicer provider or account information service provider to access your account if we're concerned that the payment initiation servicer provider or account information service provider is unauthorised or acting fraudulently. We'll usually let you know about this as soon as we can, unless it would be unlawful or for security reasons. We'll allow access again once the reason for refusing access no longer exists.

- 13.5 If you think a payment made through a payment initiation servicer provider or account information service provider was unauthorised or incorrect you must call us as soon as you can.
- 13.6 If you ask a payment initiation servicer provider or account information service provider to request a payment and they don't do this, we won't be responsible for your payment not being made. Once a payment initiation servicer provider or account information service provider has initiated a payment, you cannot normally cancel it.

## What is a 'Payment initiation Service Provider'? (PISP)

These are services that allow you to instruct payments to be made from your account by a third party.

## What is an 'Account Information Services Provider'? (AISP)

These are services that allow you to provide the AISP access to information about your account, and see your accounts with different providers in one place, such as on your phone or online.

**Third party providers of these services are firms authorised or registered by the FCA, or whose authorisation is recognised in the UK. You must check whether the provider is authorised in the information they give to you about the services they will provide.**

# Bank with us. Bank on us.

## Information

You can always download our General Terms and Conditions at [unity.co.uk/terms-and-conditions](https://unity.co.uk/terms-and-conditions)

You can ask for a copy of these terms on paper, in braille, in large print or in audio format at any time.

Unity Trust Bank is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Unity Trust Bank is entered in the Financial Services Register under number 204570. Registered Office: Four Brindleyplace, Birmingham, B1 2JB. Registered in England and Wales no. 1713124. Calls are recorded and may be monitored for security, quality and training purposes.

### Financial Services Compensation Scheme

We're 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 are covered by the scheme. In respect of deposits an eligible depositor is entitled to claim up to the current FSCS limit for deposits. For joint accounts each holder is treated as having a claim in respect of their share, so for a joint account held by two eligible depositors, each depositor would have a claim up to the FSCS deposit limit and so the maximum amount that could be claimed in total would be twice the current FSCS limit. The FSCS deposit limit relates to the combined amount in all the eligible depositor's accounts with the bank, including their share of any joint account, and not to each separate account. For further information about the scheme (including the current limits, amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website ([fscs.org.uk](https://fscs.org.uk)) or call the FSCS on 020 77414100 or 0800 678 1100. Please note only compensation related queries should be directed to the FSCS.

