



General Terms and Conditions

1. Introduction

These terms and conditions apply from 1 January 2011. This is an Agreement between you and BEAUK explaining our obligations to you and your obligations to us. These terms and conditions apply to all BEAUK products and services. Please read these terms and conditions and keep them in a safe place. Additional copies of these terms and conditions are available on request.

There may be additional conditions, which include our charges and the interest rates, notice periods, minimum or maximum balances and other terms which are specific to a particular product or service. We will tell you what these additional conditions are when you open an account or apply for a new service.

In the event of any inconsistency, the terms relating to the specific products or services will prevail.

1.1 Definitions

'Agreement' means these General Terms and Conditions, specific products' Terms and Conditions, fees detailed in the Bank Charges leaflet and Tariff of Charges.

'Banker's cheque' means a cheque payable to a particular payee drawn directly on our account.

'Banking day' means the day when banks are open for international business both in London and in the financial centre where payment is to be made. This is also read in conjunction with 'Business day'.

'BEA Group' means The Bank of East Asia Limited and its subsidiaries.

'Branch' means all of our branches in the United Kingdom.

'Business day' means Monday to Friday excluding public holidays.

'Cable' means the method of securely sending funds electronically.

'Cleared balance' means funds that we will allow you to withdraw against (subject to any restrictions on withdrawals) and includes any agreed overdraft limit on your account, but may also include late returned cheques.

'Correspondent Bank or Agent' means another bank that accepts deposits from and performs services for BEAUK.

'Demand draft' or 'draft' means a draft payable to a particular payee outside the UK, drawn on our Correspondent Bank or Agent.

'Direct Debit' means you authorise us to take varying amounts from your account after you have completed a payee authority Direct Debit form.

'Electronic payment' means financial transactions performed via secured computer based systems such as telegraphic transfers.

'Head Office' means the BEA Group headquarters at 10 Des Voeux Road Central, Hong Kong.

'Mail transfer' means a written payment instruction request which is mailed directly to our Head Office or a member of BEA Group in China for them to carry out.

'Payee' means the person to whom you make a payment.

'Reference exchange rate' means the BEAUK exchange rate which we provide or make available to you.

'Reference rate' means any rate which is linked or set against an externally set interest rate such as Bank of England Base Rate.

'Standard account services' means the opening, maintaining and running of accounts for transmitting money. These services would normally be provided in current or savings accounts.

'Standing Order' means you authorise us to make regular payments from your account for a fixed amount on a fixed date.

'Time' means UK local time.

'Unauthorised overdraft' means spending more money than you have in your account without our permission.

'Uncleared' means funds from which you are not able to withdraw.

'We', 'us' and 'our' means The Bank of East Asia Limited in the United Kingdom (BEAUK).

'You' and 'your' means the account holder.

1.2 About us

BEA is incorporated in Hong Kong and BEAUK is a branch of BEA in the United Kingdom. BEAUK is registered in England and Wales under registration number FC015033 and is established at 75 Shaftesbury Avenue, London, W1D 5BB.

BEAUK is a bank authorised and regulated by the Financial Services Authority under registration number 204628 for the banking services we provide under this Agreement.

BEAUK is licensed and regulated by the Office of Fair Trading under licence number 276044.

BEAUK is VAT registered number 539235336.

BEAUK is a member of the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. In respect of deposits with BEAUK, payments under the Scheme are limited to 100% of the first £85,000.00 of your total deposits with us. Most depositors, including individuals and small firms are covered. Deposits denominated in all currencies are treated alike. For further details, please contact the Financial Services Compensation Scheme by calling them on 020 7892 7300 or visit their website www.fscs.org.uk.

BEAUK is covered by the Financial Ombudsman Service.

Our website is www.hkbea.co.uk. The material on this website is addressed only to the UK market and is not intended for persons in other jurisdictions. The information on the site is based on our understanding of current law, regulation and HM Revenue and Customs practice at the time of going to press. Nothing on this website constitutes an offer to sell or solicitation to buy any securities, financial instruments, products or services or any advice or recommendation regarding them.

1.3 Our commitment

We endeavour to act fairly and reasonably in all our dealings with you and our commitment is summarised as below:

- We will give you clear information about our products and services, how they work, their terms and conditions and the interest rates which may apply;
- We will send you regular statements where appropriate;
- We will help you switch your accounts to and from other financial institutions;
- We will make sure that our advertising and promotional literature is clear and not misleading;
- We will investigate quickly and deal sympathetically to set matters right when you encounter any problems with us;
- We will treat all your personal information as private and confidential.

2. Contacting each other

- 2.1 We may contact you by post, telephone, fax or email. We will tell you if any of our contact details change (Please see 27.2 below).
- 2.2 You may contact us by post, telephone, fax, email, visit us at our branch or via our website. Please see the back cover for our contact details.
- 2.3 You should ensure that we have up to date contact details for you such as your address and telephone number. The address that you give us should be your main residence and will be used for the registered address of the account. For joint accounts, where the main residence differs, you should provide both addresses. Correspondence will normally be sent to the address of the first named account holder.
- 2.4 You must notify us of any changes to your details as soon as possible to safeguard the security of your information. We will change the address once we have your signed authority to do so but you should be aware that we may request documentary evidence to support the amendment. We may refuse to change address details until you have provided the necessary evidence. We will continue sending notices and communications to you at the last registered address that you provided to us, unless you instruct us otherwise. We will not be liable for any losses that are incurred as a result of the failure or delay in informing us of your change of address.
- 2.5 You must give us instructions in writing. Instructions by telephone, fax, email or other forms of communication will only be accepted if you have previously signed an Authority Mandate. Instructions will be accepted in both English and Chinese.
- 2.6 When you open a joint account, at the time of opening the account, we will request that you advise us who will be the authorised signatories and who you have given us permission to deal with.
- 2.7 We can refuse to act on an instruction if for any reason we think it was not given by you, was not clear, might cause us to breach a law or contractual duty or we think your account is being used for an illegal purpose.

3. Eligibility

- 3.1 Accounts can be opened by an individual aged 18 or over, or individual aged 16 or over for Cash ISAs and savings account, or two individuals in their joint names. We may allow three or more individuals to open a joint account at our discretion.
- 3.2 We may allow individuals aged 16 or under to open an account at our discretion.
- 3.3 To open an account with us you need to complete an account opening application form. We will ask you to provide independent documentary evidence of your identity and permanent address for fraud prevention and compliance with any anti-financial crime regulation purposes. We may need you to provide other documents and/or information.
- 3.4 We are entitled to decline to open an account without giving any reasons.

4. Joint Account

- 4.1 If your account is a joint account, you authorise us to act on any instruction given to us by any one of you and we do not have any liability for acting or refusing to act on instructions given by one account holder. If you do not wish for this to be the case, please inform us immediately in writing.

- 4.2 You are bound by this Agreement jointly. All of you together and individually are responsible for any money owed to us on the joint account. We may demand repayment from all and any of you for any money owing on the account. (Please also see 15.2 below.)
- 4.3 When you open a joint account, at the time of opening the account, we will request that you advise us who will be the authorised signatories and who you have given us permission to deal with.
- 4.4 In the event of the death of any one of you, the account shall be operated by the survivor(s) and we are authorised to pay the balance of the account to the survivor(s).
- 4.5 If we receive conflicting instructions, we may refuse to act on the instructions until such conflicts are resolved to our satisfaction.
- 4.6 If you tell us there is a dispute between any of you, or you otherwise request us, we shall only act on written instruction signed by all of you.
- 4.7 If we close your account we will repay any credit balance to you jointly by issuing a cheque in the joint name.

5. Change of name

- 5.1 We will require satisfactory proof of any name change and a specimen signature in the new name. We may refuse to act upon the instructions given in the new name until the requirements are satisfied.
- 5.2 You must tell us as soon as possible when your name is changed. We will not be liable for any losses that are incurred as a result of the failure or delay in informing us of your change of name.

6. Third Party Authority

- 6.1 You can authorise another person aged 18 or over to operate your account(s). You and the third party will both need to sign a third party mandate in respect of those account(s). On joint accounts, all of you must sign. If you authorise another person to operate your account(s) then you will be responsible for their actions or omissions as if they were your own.
- 6.2 We will ask the third party you authorised to provide independent documentary evidence of their identity and permanent address for fraud prevention and compliance with any anti-financial crime regulation purposes. We may need them to provide other documents and/or information.

7. Bankruptcy

In the event that a petition for a bankruptcy order is presented against you then you agree that we may:

- Refuse to act on any instructions given by you or anyone else to make any payment out of your account unless you have previously obtained an appropriate court order; and/or
- Set up a separate account in the name of the Trustee in Bankruptcy to which any of your future payments in will be credited.

8. Payment into your account

8.1 Clearance of items paid to and from your account

8.1.1 Our 'clearance cycle' is the time it takes for money paid from or into your account to be deducted or added (Please see 8.3.4). This section applies to our normal clearance cycle for sterling cash paid into or taken out from, and sterling cheques (other than those drawn on foreign banks) paid into our branch.

8.1.2 If incorrect details have been provided to us at the time of paying in, the payment may be delayed or credited to the wrong account. We will not be liable for any loss incurred by you. We will also not be liable for any delay to the payment being made.

8.2 Cash paid into your account

8.2.1 When you pay cash into your account at our branch, the money will be shown in your account immediately, and you will be able to withdraw on the same day. For interest calculation purposes, the cash is considered cleared and it starts to earn interest on the day it is paid in.

8.2.2 You must not send cash to us by post.

8.2.3 When you pay foreign cash into your foreign currency account, we will charge a handling fee for this transaction. Please refer to the Bank Charges leaflet for current fees or contact us for information. This fee will be deducted from the monies deposited before the account is credited.

8.3 Cheques paid into your account

8.3.1 When you pay a cheque into your account, you must ensure that you are named on the cheque as payee otherwise we will not pay the cheque into your account. The only exception to this is if you have a joint account, then we will accept a cheque or other item made payable to any one of you. However, if a cheque or other item is made payable to joint names and there is no joint account, it cannot be paid into a sole account.

8.3.2 We will not accept a cheque more than 6 months after the date on the cheque.

8.3.3 Banking of cheques for payment will at all times be subject to the rules and clearing processes of any cheque clearing system(s) used by us.

8.3.4 When you pay cheques into your account, you will normally have to wait 4 banking days after they have been paid in before you can withdraw the money. For example:

Mon	(Day 1) Cheques paid in. They will appear in your account.
Wed	(Day 3) You start earning interest.
Fri	(Day 5) You can normally use the money.
Tue	(Day 7) If a cheque is returned, we can deduct money out of your account without your permission. (Please see 8.3.5 below.)

Please note: The above apply on banking days and to cheques that are paid in before the cut off time of 2.00 p.m.

8.3.5 If you take money from your account on Day 5, we can, within 7 banking days if it is returned, take the money out from your account without your permission, even if you have already withdrawn the money from your account. After Day 7, we shall not be able to do so without your permission, except where there is a legal situation or a situation beyond our control where these standards cannot be applied.

8.3.6 If you pay a cheque into your account by post, you will normally have to wait 4 banking days after the day we receive it before you can withdraw money. However, in either case, please note the following:

- The amount of the cheque will be included in your balance before you can withdraw it; and
- Even though the amount of the cheque may be included in your cleared balance (when you can withdraw the money), the cheque can still be returned unpaid later. (Please see 8.3.5 above.)

8.3.7 If you withdraw money from uncleared funds, you will be charged interest and our applicable fee for unauthorised overdrafts.

8.3.8 Other than current accounts, you may not withdraw from uncleared funds.

8.4 Items paid into your account through branches of Lloyds TSB Bank PLC

8.4.1 Subject to prior arrangement, cash and sterling cheques drawn on banks in the UK may also be paid into your account through branches of Lloyds TSB Bank PLC (Lloyds TSB) using a pre-printed paying-in slip. There may be a charge for this service.

8.4.2 You must advise us of the Lloyds TSB branch you wish to use before you pay in so that we can contact them to ensure they are ready to serve you.

8.4.3 When you pay cash and/or cheques into your account through a branch of Lloyds TSB, you will normally have to wait 4 banking days after they have been paid in before you can withdraw the money. For example:

Mon	(Day 1) Cash and/or cheques paid in.
Wed	(Day 3) They will appear in your account.
Fri	(Day 5) You can normally use the money and you start earning interest.
Tue	(Day 7) If a cheque is returned, we can deduct money out of your account without your permission. (Please see 8.3.5 above.)

Please note: The above apply on banking days and to cash and/or cheques that are paid in before the cut off time at the particular branch of Lloyds TSB.

8.5 Cheques paid in which are not honoured

Subject to 8.3.4 and 8.3.5, if a cheque or other item paid into your account is later returned to us unpaid, we will deduct the amount originally added to your account. If we need to tell you that a cheque you have written or another item has been returned unpaid, we will do this in writing. If you have already withdrawn the amount of the unpaid cheque from your account or drawn against it, this could result in your account going overdrawn or an increase in your existing overdraft and this will be treated as an unauthorised overdraft. (Please see our overdraft product literature and 14 below for further information.) Depending on the reason given for it being unpaid, we will either ask for payment again from the bank of the person who issued it, or return it to you. Please note that different procedures apply to foreign cheques and other items. (Please see 8.6 below.)

8.6 Paying in Foreign Cheques

8.6.1 You must sign on the back of any foreign cheques you pay into your account.

8.6.2 Unless you have a foreign currency account, we will convert the currency into sterling at the applicable reference exchange rate. We will inform you of the fees we charge for collecting the cheque at the time of providing the service. Please refer to our Bank Charges leaflet or contact us for information.

8.6.3 If you wish to book a specific rate for a transaction or would like a quotation, please contact us. Please note that if you book a specific rate and then do not take it up, we may incur a reference exchange rate loss in cancelling the booking. We will deduct any such loss from your account.

- 8.6.4 We may send a foreign cheque for collection but we are not obliged to do so. If we do, we will send it directly to the Correspondent Bank or Agent on which it is drawn and credit your account with the net proceeds once we have received payment.
- 8.6.5 For a cheque that we collect, we will deduct our fee from your account at the time of processing. Please refer to the Bank Charges leaflet for current fees or contact us for information. The Correspondent Bank or Agent may also make an additional charge. These charges vary and are subject to change.
- 8.6.6 If the cheque is returned unpaid we reserve the right to deduct from your account any charges claimed by the Correspondent Bank or Agent on which the cheque is drawn.
- 8.6.7 Whilst we take care in choosing a Correspondent Bank or Agent when collecting foreign cheques, we do not accept liability for any loss, damage or delay which is not directly due to our own negligence. If exchange restrictions or some other cause results in us receiving payment in a currency different than that of the cheque, neither we nor the Correspondent Bank or Agent will be liable for any loss in exchanging the proceeds into the currency of your account.
- 8.6.8 The process of clearing foreign cheques takes longer than clearing sterling cheques drawn on UK Banks.
- 8.6.9 Normally, the proceeds of foreign items collected will be sent to us by airmail. If requested, we will have the proceeds electronically (This is also otherwise known as cable). There will be an additional charge for this service. Please refer to the Bank Charges leaflet for current fees or contact us for information.
- 8.6.10 Due to difficulties that occur from time to time with foreign cheques drawn on foreign banks, for example exchange restrictions, we may not always be able to negotiate or collect foreign cheques for you.

8.7 Payments transferred to your bank account

- 8.7.1 We will tell you the original amount we receive and any charges. Even if the sender has agreed to pay all the charges, this does not include our charges. Hence, we will deduct our charges (inward remittance fee) when we pay the money into your account. Please refer to the Bank Charges leaflet for current fees or contact us for information. If a foreign exchange is involved, we will use reference exchange rate at the time of transaction.
- 8.7.2 When we receive funds, we will pay the funds into your account on the day we receive the payment.

8.8 Payments to your bank account made mistakenly or fraudulently

If a payment (except cash) is mistakenly or fraudulently paid into your account, we may deduct the amount of the payment from your account subsequently. Even if you have used the amount to make a payment, transferred or withdrawn all or part of it, this will still apply. If the deduction of the payment from your account would either make your account go overdrawn or go over an existing overdraft limit, this will be treated as an unauthorised overdraft. (Please see our overdraft product literature and 14 below for further information.)

8.9 Balances

Your balance includes all transactions that have been posted to your account at the time of your request and may include uncleared items such as cheques. Your balance therefore may not represent funds that are available for you to withdraw.

8.10 Account details

- 8.10.1 To ensure that payments are made to the correct account, please use the pre-printed paying-in slips we have sent you. If you use blank paying-in slips provided at our branch, please ensure you complete all the information accurately. If you send payment by post, please include full details of the account to which you want the payment to be made.
- 8.10.2 If the total amount of the items being paid into your account is added up incorrectly on the pre-printed paying-in slip, we will correct it and credit the correct amount to your account. Unless the difference is nominal, we will tell you we have done this.

9. **Payments from your account**

9.1 Cheques you issue

- 9.1.1 When writing a cheque you must take all reasonable precautions to prevent anyone altering it.
- 9.1.2 You must only write cheques in the currency of your account. If you need to make a payment in a foreign currency or to a foreign bank account, please contact us.
- 9.1.3 You must put the actual date on the cheque. If you put a future date on the cheque, this will not prevent the payee from paying it into their account before the date on the cheque and we can still pay it. We do not accept any liability for any loss resulting from this.
- 9.1.4 If we receive for payment a cheque drawn on your account that is more than 6 months old, we do not have to pay it, but we may do so.
- 9.1.5 We will make payment from your account provided there are sufficient cleared funds in your account or an agreed overdraft limit is available to cover the payments. We may take into account any other payments which we have paid or agreed to pay from your account. This will be regardless of whether or not those transactions have already been deducted from your account. Although we may consider the overall position on all your accounts before deciding to make a payment from any one account, we are not obliged to do so.
- 9.1.6 You should not write a cheque unless you have available funds (including an agreed overdraft) in your account from which the cheque can be met. We can refuse to make any payment if you do not have sufficient cleared funds on your account at the close of the banking day before the payment is due to be made.
- 9.1.7 We may decide to make payments from your account that may cause you to go overdrawn or to go over an overdraft limit we have agreed with you and an unpaid item fee will be deducted from your account. Please refer to the Bank Charges leaflet for current fees or contact us for information. This does not mean we will be willing to do so in the future.
- 9.1.8 We will deduct the cheque payment from your account 2 banking days after the payee pays it into their account. More time may be needed for a cheque paid into a building society account or a bank outside England and Wales, or accounts held at a non-clearing bank. If you cash a cheque, the amount will normally be deducted from your account immediately.
- 9.1.9 If the deduction of the cheque payment from your account would either make your account go overdrawn or go over an existing overdraft limit, we will charge you interest from the day the cheque is deducted from your account. This will be treated as an unauthorised overdraft. (Please see our overdraft product literature and 14 below on overdraft for further information.)
- 9.1.10 You should take care of your chequebook and your cheques. If your cheques are lost or stolen, or you think someone has signed any of your cheques without your permission, you must call your account-opening branch immediately between the hours of 0930-1600.

- 9.1.11 Chequebooks remain our property at all times. They must be returned on account closure or if we ask for their return if we suspect fraud, misuse, dishonesty or other similar crimes. We may also ask for their return to replace them for technical, security, regulatory or design reasons.
- 9.1.12 We will keep original cheques paid from your account or copies for at least six years, unless we have already returned them to you. Subject to this, if there is a dispute about a cheque paid from your account, we will give you the cheque or a copy as evidence. We may make a charge for this. Please refer to the Bank Charges leaflet for current fees or contact us for information.
- 9.1.13 There may be a delay in carrying out your instructions while monitoring your account and/ or fraud prevention checks are taking place.
- 9.1.14 In the event that a Court Order is made against you then we may refuse to act on any instructions given by you or anyone else to make any payment out of your account unless we are in receipt of another Court Order or similar order, which instructs us otherwise. We may also refuse to give you new or replacement cheques.
- 9.2 Payments to payees outside UK and European Economic Area (EEA) via electronic payment.
- 9.2.1 You can instruct us to make electronic payments from your account to another of your accounts or to a payee outside UK and EEA.
- 9.2.2 Instructions received by noon on a banking day will normally be processed on the same day. Instructions received after noon on a banking day or at any time on a non-banking day will normally be processed on the next banking day.
- 9.2.3 We will deduct any charges and any additional expenses we incur in making the payment when you give us the instructions. Please refer to the Bank Charges leaflet for current fees or contact us for information.
- 9.2.4 The Correspondent Bank or Agent may also make an additional charge. These charges vary and are subject to change. We are unable to tell you in advance how much these charges will be.
- 9.2.5 If we make payment in a currency other than sterling, we will tell you the reference exchange rate (please see 11 below) and the fees we will charge at the time of providing the service. Please refer to the Bank Charges leaflet for current fees or contact us for information. If you make a payment in sterling, we cannot control the exchange rate applied by a foreign receiving bank.
- 9.2.6 You must make sure that you give us the correct details of the payee bank, including the bank SWIFT BIC address, national sort code, bank account number and the full name and address of the payee. You must also provide us with your name and address. These details will be passed to the payee bank.
- 9.2.7 We do not accept any liability for any loss resulting from your incorrect description of the payee name and address, bank SWIFT BIC address, national sort code, bank account number or bank / branch details in any instruction to us.
- 9.2.8 Normally you can expect payments to be received within 2 to 5 banking days after we send the payments. However there are times when payments may be received later than 2 to 5 banking days after they were sent. The actual time depends on the destination of the payment. Also, payments may be delayed if there are complications in their routing through

- foreign banking systems. As a result, we can give no general assurance of when the payment can be received. You are therefore advised to contact us to discuss your needs in advance.
- 9.2.9 You cannot normally cancel a payment once we have accepted your instruction unless you have asked us to make the payment on a future date. In these circumstances, you can cancel it up to the end of the working day before payment falls due. (Please see 9.10 for further information).
- 9.2.10 There may be a delay in carrying out your instructions while monitoring your account and/ or fraud prevention checks are taking place.
- 9.2.11 In the event that a Court Order is made against you then we may refuse to act on any instructions given by you or anyone else to make any payment out of your account unless we are in receipt of another Court Order or similar order, which instructs us otherwise.
- 9.3 Payments to payees within the UK and European Economic Area (EEA) via electronic payment
- 9.3.1 You can instruct us to make electronic payments from your account to another of your accounts or to a payee within the UK and EEA.
- 9.3.2 Instructions received by noon on a banking day will normally be processed on the same day. Instructions received after noon on a banking day or at any time on a non-banking day will normally be processed on the next banking day.
- 9.3.3 We will deduct any charges and any additional expenses we incur in making the payment when you give us the instructions. Please refer to the Bank Charges leaflet for current fees or contact us for information.
- 9.3.4 The Correspondent Bank or Agent may also make an additional charge. These charges vary and are subject to change. We are unable to tell you in advance how much these charges will be.
- 9.3.5 If we make payment in a currency other than sterling, we will tell you the reference exchange rate (please see 11 below) and the fees we will charge at the time of providing the service. Please refer to the Bank Charges leaflet for current fees or contact us for information. If you make a payment in sterling, we cannot control the exchange rate applied by a foreign payee bank.
- 9.3.6 You must make sure that you give us the correct details of the payee bank, including the bank name, address and SWIFT BIC address, national sort code, bank account number and the full name and address of the payee. You must also provide us with your name and address. This is a statutory requirement and these details will be passed to the payee bank.
- 9.3.7 We do not accept any liability for any loss resulting from your incorrect description of the payee name and address, bank SWIFT BIC address, national sort code, bank account number or bank / branch details in any instruction to us.
- 9.3.8 When you make payments to other countries in the EEA in sterling, euro or another currency of the EEA, the payee bank will receive payment by the third banking day. From 1 January 2012, the payment will arrive at the payee bank on the next working day after we process your payment.
- 9.3.9 For payments within the UK, the transfer will be made in sterling and will normally be credited to the payee on the day that we process the payment.
- 9.3.10 All banks apply different cut-off times for the processing of payments. (For our cut off times, please see 9.3.2 above.)

- 9.3.11 You cannot normally cancel a payment once we have accepted your instruction unless you have asked us to make the payment on a future date. In these circumstances, you can cancel it up to the end of the banking day before payment falls due.
- 9.3.12 There may be a delay in carrying out your instructions while monitoring your account and/ or fraud prevention checks are taking place.
- 9.3.13 In the event that a Court Order is made against you then we may refuse to act on any instructions given by you or anyone else to make any payment out of your account unless we are in receipt of another Court Order or similar order, which instructs us otherwise.
- 9.4 Payments to payees via Mail Transfer
- 9.4.1 You can instruct us to make payment by Mail transfer to China (including Hong Kong) only. Payment to China can only be made directly to a payee bank account. Payment to Hong Kong can be made directly to a payee bank account or to a non bank account holder.
- 9.4.2 Instructions received by noon on a banking day will normally be processed on the same day. Instructions received after noon on a banking day or at any time on a non-banking day will normally be processed on the next banking day.
- 9.4.3 We will deduct any charges and any additional expenses we incur in making the payment when you give us the instructions. Please refer to the Bank Charges leaflet for current fees or contact us for information.
- 9.4.4 The Correspondent Bank or Agent may also make an additional charge. These charges vary and are subject to change. We are unable to tell you in advance how much these charges will be.
- 9.4.5 If we make payment in a currency other than sterling, we will tell you the reference exchange rate (please see 11 below) and the fees we will charge at the time of providing the service. Please refer to the Bank Charges leaflet for current fees or contact us for information. If you make a payment in sterling, we cannot control the exchange rate applied by the payee bank.
- 9.4.6 For payment to a payee bank account, you must make sure that you give us the correct details of the payee bank, bank account number and the full name and address of the payee. You must also provide us with your name and address. These details will be passed to the payee bank.
- 9.4.7 For payment to a payee with no bank details, you must make sure that you give the correct full name and address of the payee to whom the payment is made. You must also provide us with your name and address. These details will be passed to the payee bank.
- 9.4.8 We do not accept any liability for any loss resulting from your incorrect description of the payee name and address, account number, or bank / branch details in any instruction to us.
- 9.4.9 Normally you can expect payment to be received within 10 banking days after we send the payment by post. However there are times when payment may be received later than 10 banking days after they were sent. The actual time depends on the destination of the payment and the postal service. As a result, we can give no general assurance of when the payment can be received. You are therefore advised to contact us to discuss your needs in advance.

- 9.4.10 You cannot normally cancel a payment once we have accepted your instruction unless you have asked us to make the payment on a future date. In these circumstances, you can cancel it up to the end of the working day before payment falls due. (Please see 9.10 below.)
- 9.4.11 There may be a delay in carrying out your instructions while monitoring your account and/ or fraud prevention checks are taking place.
- 9.4.12 In the event that a Court Order is made against you then we may refuse to act on any instructions given by you or anyone else to make any payment out of your account unless we are in receipt of another Court Order or similar order, which instructs us otherwise.
- 9.5 Payments to payees via Demand Draft
- 9.5.1 We will normally issue a draft to you on the day we receive an instruction from you.
- 9.5.2 We will deduct any charges we incur in issuing the draft when you give us the instructions. Please refer to the Bank Charges leaflet for current fees or contact us for information.
- 9.5.3 The Correspondent Bank or Agent may also make an additional charge when the payee presents the draft for payment. These charges vary and are subject to change. We are unable to tell you in advance how much these charges will be.
- 9.5.4 If you buy the draft in a currency other than sterling, we will tell you the reference exchange rate (please see 11 below) and the fees we will charge at the time of providing the service. Please refer to the Bank Charges leaflet for current fees or contact us for information. If you buy the draft in sterling, we cannot control the exchange rate applied by the payee bank.
- 9.5.5 You must make sure that you give us the correct full name and address of the payee to whom the draft is made payable to. You must also provide us with your name and address.
- 9.5.6 We do not accept any liability for any loss resulting from your incorrect description of the payee.
- 9.5.7 We will not be responsible for the lost of the Demand draft we issued to you. If you lose the draft, please inform us immediately. (Please see 9.10.4 for further information). We may make a charge for this service and will let you know what the fee is at the time of providing the service. Please refer to our Bank Charges leaflet for current fee or contact us for information.
- 9.5.8 Instruction to stop payment will not be accepted unless the draft is lost. (Please see 9.10.4 for further information). We may make a charge for this service and will let you know what the fee is at the time of providing the service. Please refer to our Bank Charges leaflet for current fee or contact us for information.
- 9.5.9 You can return an unused draft to us for cancellation. We may make a charge for this service and will let you know what the fee is at the time of providing the service. You may also refer to our Bank Charges leaflet for current fee or contact us for information. (Please also see 9.10.3 for further information.)
- 9.5.10 There may be a delay in carrying out your instructions while monitoring your account and/ or fraud prevention checks are taking place.
- 9.5.11 In the event that a Court Order is made against you then we may refuse to act on any instructions given by you or anyone else to make any payment(s) out of your account unless we are in receipt of another Court Order or similar order, which instructs us otherwise.

- 9.6 Payments to payees via Banker's Cheque
- 9.6.1 We will normally issue a Banker's cheque to you on the day we receive the instruction from you.
- 9.6.2 We will only issue a Banker's cheque in sterling.
- 9.6.3 We will deduct any charges we incur in issuing the cheque when you give us the instructions. Please refer to the Bank Charges leaflet for current fees or contact us for information.
- 9.6.4 You must make sure that you give us the correct full name and address of the payee to whom the Banker's cheque is made payable to. You must also provide us with your name and address.
- 9.6.5 We do not accept any liability for any loss resulting from your incorrect description of the payee name. We will not be responsible for the loss of the Banker's cheque we issued to you.
- 9.6.6 Instruction for stop payment will not be accepted unless the Banker's cheque is lost. (Please see 9.10.4 for further information). We may make a charge for this service and will let you know what the fee is at the time of providing the service. Please refer to our Bank Charges leaflet for current fees or contact us for information.
- 9.6.7 You can return the unused cheque to us for cancellation. We may make a charge for this service and will let you know what the fee is at the time of providing the service. You may also refer to our Bank Charges leaflet for current fees or contact us for information. (Please also see 9.10.3 for further information.)
- 9.6.8 There may be a delay in carrying out your instructions while monitoring your account and / or fraud prevention checks are taking place.
- 9.6.9 In the event that a Court Order is made against you then we may refuse to act on any instructions given by you or anyone else to make any payment(s) out of your account unless we are in receipt of another Court Order or similar order, which instructs us otherwise.
- 9.7 Cash Withdrawals
- 9.7.1 You can withdraw cash from your account at our branch.
- 9.7.2 For your security, when you withdraw cash from your account, we may ask for proof of your identity. This piece of identification can be your passport or DVLA photocard driver's licence. In most cases this should be enough to prove who you are. If the identification is not sufficient, we may request for further proof of your identity.
- 9.7.3 Subject to prior arrangement, you may withdraw cash from branches of Lloyds TSB using the account withdrawal slip. There may be a charge for this service.
- 9.7.4 You must advise us of the Lloyds TSB branch you wish to use before you pay in so that we can contact them to ensure they are ready to serve you.
- 9.7.5 All cash withdrawals will be deducted from your account immediately.
- 9.7.6 There may be a delay in carrying out your instructions while monitoring your account and / or fraud prevention checks are taking place.

- 9.7.7 In the event that a Court Order is made against you then we may refuse to act on any instructions given by you or anyone else to make any payment(s) out of your account unless we are in receipt of another Court Order or similar order, which instructs us otherwise.
- 9.8 Foreign Cash Withdrawals
- 9.8.1 You can withdraw foreign cash from your foreign currency account at our branch. We will charge a handling fee for foreign currency cash withdrawal which will be deducted from your account at the time of transaction. Please refer to the Bank Charges leaflet for current fees or contact us for information. This fee will be deducted from your account at the time of the transaction.
- 9.8.2 You can also withdraw foreign cash from your sterling account at our branch. We will charge a handling fee which will be deducted from your account at the time of transaction. Please refer to the Bank Charges leaflet for current fees or contact us for information. In addition to our handling fee, reference exchange rate will apply. (Please see 11 below for further information.)
- 9.8.3 For your security, when you withdraw foreign cash from your account, we may ask for proof of your identity. This piece of identification can be your passport or DVLA photocard driver's licence. In most cases this should be enough to prove who you are. If the identification is not sufficient, we may request for further proof of your identity.
- 9.8.4 All foreign cash withdrawals will be deducted from your account immediately.
- 9.8.5 There may be a delay in carrying out your instructions while monitoring your account and / or fraud prevention checks are taking place.
- 9.8.6 In the event that a Court Order is made against you then we may refuse to act on any instructions given by you or anyone else to make any payment(s) out of your account unless we are in receipt of another Court Order or similar order, which instructs us otherwise.
- 9.9 Automated payments
- You can instruct us to make payments from your account to another of your accounts or to another payee within the UK using the following methods. Please contact us if you wish to know how they work and what you need to do to cancel them:
- 9.9.1 *Internal transfer between your accounts within BEAUK*
- 9.9.1.1 You can instruct us to make a one-off internal transfer between your accounts within BEAUK. If you wish to make a continuous payment, please see 9.9.3 below on Standing Order.
- 9.9.1.2 Unless you advise us otherwise, we will process your instructions immediately on receipt of your instructions. Payments will be deducted from one account and paid into the other account immediately. For interest calculation purposes, the transfer is considered cleared and it starts to earn interest on the day it is paid in.
- 9.9.1.3 We will transfer monies from your account to another account, providing there are sufficient cleared funds in your payment out account or an agreed overdraft limit is available to cover the transfer.
- 9.9.1.4 We may decide to make payments from your account that may cause you to go overdrawn or to go over an overdraft limit we have agreed with you. This does not mean we will be willing to do so in the future.
- 9.9.1.5 If the transfer from your account to another account would either make your account go overdrawn or go over an existing overdraft limit, we will charge you interest from the day the transfer is made from that account. This will be treated as an unauthorised overdraft. (Please see our overdraft product literature and 14 below on overdraft for further information.)

9.9.1.6 There may be a delay in carrying out your instructions while monitoring your account and / or fraud prevention checks are taking place.

9.9.1.7 In the event that a Court Order is made against you then we may refuse to act on any instructions given by you or anyone else to make any payment(s) out of your account unless we are in receipt of another Court Order or similar order, which instructs us otherwise.

9.9.2 *Direct Debit*

9.9.2.1 You can set up a Direct Debit by completing a form provided by the payee.

9.9.2.2 The payee will lodge the instruction onto your account or may occasionally send us the completed form. By authorising the payee to collect monies from your account, you acknowledge that the amount and date of payment from your account can vary.

9.9.2.3 Payment will be deducted from your account on the day you request the payment to be made. However, depending on the payee bank, generally the payee will receive the payment within 2 banking days.

9.9.2.4 It is your responsibility to ensure that there are sufficient cleared funds in your account or an agreed overdraft limit is available to cover the payment on the payment due date. We can refuse to make any payment if you do not have sufficient cleared funds on your account at the close of the banking day before the payment is due to be made and an unpaid item fee will be deducted from your account. Please refer to the Bank Charges leaflet for current fees or contact us for information.

9.9.2.5 We may decide to make payments from your account that may cause you to go overdrawn or to go over an overdraft limit we have agreed with you. This does not mean we will be willing to do so in the future.

9.9.2.6 If the deduction of the payment from your account would either make your account go overdrawn or go over an existing overdraft limit, we will charge you interest from the day the payment is deducted from your account. This will be treated as an unauthorised overdraft. (Please see our overdraft product literature and 14 below on overdraft for further information.)

9.9.2.7 To cancel a Direct Debit, please contact us and the payee involved. (Please see 9.10.6 below.)

9.9.2.8 Direct Debits cannot be set up on all accounts. Please contact us for further information.

9.9.2.9 If a Direct Debit you have not authorised is taken from your account, you are protected by the Direct Debit Guarantee. You must tell us as soon as possible after you become aware that your account has been debited with an unauthorised payment. You may notify us by telephone but confirmation in writing will be required. We will investigate the payment and if it is found that you did not authorise the payment, we will make a refund for the full amount of the defective transaction, or the amount of the excess incorrectly debited and restore your account to the position it would have been with any interest earned or charges that you have paid. However you will be liable for payments deducted if it is discovered that you have acted fraudulently. You will have up to 13 months after the Direct Debit payment was debited from your account in which to request a refund. Please contact us to find out more about the Direct Debit Guarantee or alternatively, please visit www.bacs.co.uk/helpcentre.

9.9.2.10 There may be a delay in carrying out your instructions while monitoring your account and / or fraud prevention checks are taking place.

9.9.2.11 In the event that a Court Order is made against you then we may refuse to act on any instructions given by you or anyone else to make any payment(s) out of your account unless we are in receipt of another Court Order or similar order, which instructs us otherwise.

9.9.3 *Standing Order*

9.9.3.1 You can set up a Standing Order by completing a Standing Order Mandate. We will charge a set-up fee for this service. Please refer to the Bank Charges leaflet for current fees or contact us for information.

9.9.3.2 You must make sure that you give us the correct details of the payee bank branch details, including the bank name and address, national sort code, bank account number and the full name of the payee.

9.9.3.3 We do not accept any liability for any loss resulting from your incorrect description of the payee name, national sort code, bank account number or bank/branch details in any instruction.

9.9.3.4 Payment will be deducted from your account on the day you request the payment to be made. However, depending on the payee bank, generally the payee will receive the payment within 2 banking days.

9.9.3.5 It is your responsibility to ensure that there are sufficient cleared funds in your account or an agreed overdraft limit is available to cover the payment on the payment due date. We can refuse to make any payment if you do not have sufficient cleared funds on your account at the close of the banking day before the payment is due to be made and an unpaid item fee will be deducted from your account. Please refer to the Bank Charges leaflet for current fees or contact us for information.

9.9.3.6 We may decide to make payments from your account that may cause you to go overdrawn or to go over an overdraft limit we have agreed with you. This does not mean we will be willing to do so in the future.

9.9.3.7 If the deduction of the payment from your account would either make your account go overdrawn or go over an existing overdraft limit, we will charge you interest from the day the payment is deducted from your account. This will be treated as an unauthorised overdraft. (Please see our overdraft product literature and 14 below on overdraft for further information.)

9.9.3.8 To cancel a Standing Order, please contact us. (Please see 9.10.6 below.)

9.9.3.9 Standing Orders cannot be set up on all accounts. Please contact us for further information.

9.9.3.10 There may be a delay in carrying out your instructions while monitoring your account and / or fraud prevention checks are taking place.

9.9.3.11 In the event that a Court Order is made against you then we may refuse to act on any instructions given by you or anyone else to make any payment(s) out of your account unless we are in receipt of another Court Order or similar order, which instructs us otherwise.

9.10 Stopping and cancelling payments

9.10.1 You may instruct us to stop or cancel the payment of a cheque, Standing Order, Direct Debit or other payment items apart from a cash transaction, as long as:

- It has not yet been deducted from your account;
- We have not told the payee or their bank that we will pay the item; and
- You have given us sufficient information to identify the transaction.

We will deduct a fee from your account for stopping or cancelling a payment. Please refer to the Bank Charges leaflet for current fees or contact us for information.

9.10.2 For stopping a cheque payment, we will normally accept instructions to stop it up until noon on the day the cheque is presented to us for payment.

9.10.3 You cannot normally cancel a payment once we have accepted your instructions. However, subject to 9.10.1 above, we may be willing to agree to your request for cancellation. If we do, we will pay the sterling equivalent of any currency payments at the reference exchange rate at the time the payment is made to your account. We do not accept any liability for any loss you may incur. At the same time, we will tell you and deduct any incidental charges or expenses we have incurred.

9.10.4 If we issue you with a Demand draft or a Banker's cheque and you no longer require it, you may return it to us. We will pay the sterling equivalent to your account at the reference exchange rate (please see 11 below) at the time the draft or the cheque is paid to your account. We do not accept any liability for any loss you may incur. At the same time, we will tell you and deduct any incidental charges or expenses we have incurred.

9.10.5 If a Demand draft or Banker's cheque is lost or stolen and we agree to provide a replacement draft or refund the amount of the draft, we will require you to sign an indemnity before we do so. This gives us your undertaking that you will reimburse us the value of the original draft if we subsequently have to pay it. If you have requested for a refund, we will pay the sterling equivalent to your account at the reference exchange rate (please see 11 below) at the time the draft or the cheque is paid to your account. We may make a charge for this service and will let you know what the fee is at the time of providing the service. Please refer to our Bank Charges leaflet for current fees or contact us for information.

9.10.6 For Direct Debit and Standing Order, the sums authorised are debited from your account at the agreed interval. To cancel a Direct Debit or a Standing Order, you must notify both the payee involved and us confirming that the authority is cancelled. You may notify us by completing our Cancellation of Standing Order/Direct Debit form. To notify the payee involved, please write to the payee directly. Please retain a copy of your letter to the payee involved as proof of cancellation. Subject to 9.10.1 and unless you inform us otherwise, the cancellation will take immediate effect.

9.11 Payment returns and recalls

9.11.1 There may be occasions when a payment is returned or recalled from your account due to there being insufficient funds in your account. If this is the case an adjustment will be made on your account and this will affect your balance and cleared balance and will be reflected on your statement.

9.11.2 If you give us the incorrect details for making a payment, we will try to recover the funds for you if you ask us to. We may make a charge for this service and will let you know what the fee is at the time of providing the service. Please refer to our Bank Charges leaflet or contact us for further information. We are unable to guarantee that a return or recall would be successful.

10. **Interest payable to you**

10.1 You will receive interest, if any is payable. It is payable at the rate(s) applicable to your account. All our current rates will be published in our branch or, alternatively, please contact us for information.

10.2 If you have an account with a reference rate, we may change that rate without prior notice:

- if the change is to your advantage;
- to respond proportionately to the change in the reference rate.

10.3 Subject to 10.2, we may change our interest rates at any time if we reasonably believe that the change is needed.

10.4 If you have an account with an interest rate that is not linked to a reference rate (i.e. a rate internally managed by us), then we will give you 2 months' notice of a change in the rate:

- to reflect proportionate changes to our costs of providing the product or related services;
- to reflect changes or anticipated changes in law, codes of practice which apply to us or the way we are regulated;
- to reflect a change in the rates which other major banks or financial institutions in the UK pay on similar accounts;
- to reflect the costs or consequences of any event beyond our reasonable control that may impact our provision of products or services;
- to reflect any change in our systems and procedures, including any change arising from any reorganisation of our business as a result of it being acquired by, or by our acquiring, another bank or organisation;
- to reflect changes or anticipated changes in costs associated with relevant technology, the costs we pay to others in respect of the product in question, inflation and/or in our costs of providing products or services;
- to reflect any changes or anticipated changes in money market interest rates or the cost to us of money we lend;
- to improve the products and services we provide.

We will tell you about any change in our base rate by putting notices in our branch or on our website within 3 working days of making the change. Please contact us for information.

Where we need to provide you with 2 months' notice, we can do this by letter, statement inserts or in any other way which is sent to you individually.

10.5 Interest is calculated on a daily basis on the amount of the cleared balance at the end of each day. In some instances, depending on the type of products or services we provide, we will pay the interest quarterly or we will pay it at the intervals given in the Agreement relating to the account. Please contact us for further details or if you wish us to give you a full explanation of how interest is calculated.

10.6 Where we add interest to your account, we will normally pay it after deduction of income tax at the basic rate but we will also pay it gross, that is without the deduction of income tax, if you are (in the case of joint accounts, if all of you are):

- Not ordinarily resident in the UK and you are eligible and provide us with a completed Declaration of Non-Residence (R105 form);
- Ordinarily resident in the UK, your total income is below the current personal allowance and you have completed an officially approved Registration Form (R85 form).

10.7 Please contact us if you require any further guidance on completing the Declaration of Non-Residence or Registration Form. If you do not provide us with a Declaration or Registration Form or if we pay you interest before we process the relevant forms, interest will be paid to you net of basic rate income tax. However, you may be able to reclaim the tax paid direct from the HM Revenue and Customs. Please visit www.hmrc.gov.uk for further information.

10.8 If you are a higher taxpayer, you may be required to pay additional tax on your interest to HM Revenue and Customs. Please visit www.hmrc.gov.uk for further information.

10.9 The tax treatment of your interest payments depends upon your individual circumstances and may change in the future.

11. **Exchange Rates**

11.1 Unless we have agreed with you to fix the exchange rate for a particular transaction, we will use our reference exchange rate which we have told you to convert foreign currency payments into or out of your account.

11.2 Our reference exchange rate changes from time to time in line with market conditions.

11.3 You can obtain information about our reference exchange rate. Please contact us for information.

12. Charges

- 12.1 We make charges for services relating to the running of your account and will usually deduct these charges from the account. The charges we make will reflect a fair proportion of the expenses we estimate to incur in providing the service, such as for the cost of staff time and the use of our office and computer facilities.
- 12.2 When you open your account, we will give you a copy of the Bank Charges leaflet along with this Agreement. We will tell you the charge for any other product or service before we provide that product or service, and at any time you ask us. Please contact us to find out any of our charges.
- 12.3 Any charges due for standard account services will usually accrue during the 'charging period' (usually quarterly) and is deducted from the account at the end of the charging period.
- 12.4 Subject to 12.6 below, we will give you at least 14 days written notice of the amount to be deducted from your current or savings account to cover interest and fees due.
- 12.5 We can amend existing charges or introduce new charges for our products and services. We can also make changes to those charges if we reasonably believe that there is or will be a change in the cost we incur in carrying out the activity or to satisfy a regulatory requirement.
- 12.6 We will give you 2 months' written notice of any changes to our charges by post.
- 12.7 Any unpaid charges will be considered as a debt payable by you to us.

13. Statements

- 13.1 We will provide regular statements (normally monthly) showing all the payments to and from your account. If we are not sending you regular statements, you will receive at least one statement in a calendar year except for passbook savings accounts.
- 13.2 We recommend that you check your statements and/or passbook carefully and tell us as soon as possible if there are any entries which seem wrong. We will correct any errors on your account that we make as soon as possible after you tell us about them or we notice them.
- 13.3 Upon request, we will supply additional statements, or copies of those previously supplied. We may charge for this service. Please refer to our Bank Charges leaflet for current fees or contact us for information.
- 13.4 We may put messages on your statement to tell you about changes to this Agreement or to provide information, which we think, may be of interest to you.

14. Overdraft

- 14.1 Overdraft is subject to status. We reserve the right to decline a request by you to borrow.
- 14.2 You must be aged 18 or over to borrow from us.
- 14.3 It is your responsibility to ensure that your current account is in credit unless we have agreed an overdraft with you. Any other type of account must always be kept in credit.
- 14.4 We will charge you interest at the appropriate overdraft interest rate or at such other rates we may agree with you, on overdrawn balances up to the agreed limit. We will tell you the interest rate and applicable fees when the overdraft is agreed and you will later be advised in writing.

- 14.5 You should not allow your account to be overdrawn or exceed any agreed overdraft limit unless you obtain our consent first, otherwise this is treated as an unauthorised overdraft.
- 14.6 If we pay a cheque or other item instructed by you and your account goes overdrawn (including where your account goes over your agreed overdraft limit), this does not mean that we have agreed an overdraft, or an increase to your agreed limit. You must immediately pay sufficient money into your account to cover the overdrawn amount, or contact us immediately to discuss the matter.
- 14.7 If your account goes overdrawn without an agreed overdraft (or you go over an agreed overdraft limit), we will charge interest at our unauthorised overdraft interest rate (which is higher than our authorised overdraft interest rate) on the amount which is overdrawn (or that amount that is over your agreed limit). Please refer to our Bank Charges leaflet for current fees or contact us for further information. We will continue to charge this interest rate until:
- We have authorised an overdraft limit; or
 - The cleared balance on your account is back within your agreed overdraft limit; or
 - There is a cleared credit balance on your account if you have no agreed limit.
- 14.8 We will calculate interest daily on the cleared debit balance, at the end of each day on your account and deduct it from your account, normally on a quarterly basis. We will charge interest until the overdrawn balance on your account is paid in full.
- 14.9 You may at any time cancel your overdraft facility by telling us that you wish to cancel and repaying the overdrawn balance together with accrued interest and outstanding charges. There is no fee for cancelling this facility.
- 14.10 Unless we have agreed other terms with you in writing, we may at any time, even before any renewal date, reduce or withdraw your overdraft and/or demand immediate repayment of any money you owe to us. We will give you written notice before doing so.

15. Responsibility for borrowing

15.1 Account in your sole name

You are personally responsible for any money you owe us whether this arises from your own actions or those of any third party authorised by you. (Please see 6 above).

15.2 Joint Account

- 15.2.1 All of you, together and individually (i.e. separately) are responsible for any money owed to us whether this arises from the actions of any or all of the account holders. We may ask all or any one or more of you to repay any money owing on the account or to carry out any other obligation.
- 15.2.2 Where any of you also has an account with us in your sole name, and that account has a credit balance, we can set off this balance against any money owing to us on the joint account even if the accounts are maintained in our different branch in the UK.

16. Our right of set off

If you owe us money (for example on a loan, mortgage, overdraft, charges or otherwise), we may use money in any of your accounts with us, including joint account to reduce or repay (by way of set-off or otherwise) what you owe us. If we decide to do so, we will give you reasons why and when it was done.

17. Changing, cancelling or closing your account

- 17.1 You may cancel your choice of current or deposit account (except for fixed deposit accounts) within 14 days of your first payment into the account by telling us in writing. We will help you switch accounts or we will cancel your account and pay you the balance with any interest earned

- within 30 days. If you choose not to cancel your account under this paragraph your account becomes non-cancellable but you can close your account in accordance with paragraphs 17.2 and 17.3 below.
- 17.2 If you wish to close any of your accounts, you must tell us in writing. We may not close the account until you have returned any unused cheques, or you have confirmed in writing that you have destroyed them.
- 17.3 Subject to 4.6 and 4.7 above, any party to a joint account can request the closure of an account. We will also accept instructions from any party for the redirection of balances and diarised payments i.e. Standing Orders and Direct Debit instructions. We will only accept instruction from either party if all parties have signed an authority mandate. If we are aware of a dispute between any of the account holders, we will require all of the account holders to authorise the account closure in writing.
- 17.4 If you decide to move your account to another bank or building society, we will ensure that the transfer is made as efficiently as possible by co-operating with them and give them information about regular payments from your account within 3 banking days of receiving their request.
- 17.5 If we wish to close any of your accounts and terminate this Agreement, we will give you at least 2 months' notice unless there are circumstances, which justify our closing of the account immediately. We may close your account immediately:
- If you have given us false or misleading information; or
 - If we believe you or someone else is using the account for illegal purposes or fraud; or
 - If we believe that there has been a material breach of this Agreement; or
 - If you have moved to a country that we consider sensitive for the purposes of trading; or
 - If threatening or abusive language is used against our staff.
- 17.6 You will be responsible for repaying any money owed to us on your account including the amount of any cheques you have issued and any charges and interest incurred. This will also apply if you exercise your right of cancellation.
- 17.7 If there is any remaining balance on your account, we will forward the balance to you after deduction of charges, interests or fees due (where applicable) by cheque to the last address known to us.
- 17.8 After receiving notice to close the account, we will cancel any Standing Orders and Direct Debit instructions on the account. It is your responsibility to inform the payees and we will not be liable to you or any payees for cancelling any Standing Order or Direct Debit.
- 18. Dormant Accounts**
- 18.1 In order to prevent any potential fraud, if your account has been inactive for at least a year, we will write to you asking you whether you wish the account to remain open. If contact has been lost with you, we will no longer send out correspondence and the account will be termed 'dormant'.
- 18.2 If your account remains dormant with a balance below GBP100, EUR150, USD150 or HKD1000, we will charge a half yearly fee. Please refer to the Bank Charges leaflet for current fees or contact us for information. We will continue to deduct these fees until such time as you contact us. When there is a zero balance we will close your account.
- 18.3 If any correspondence by post has been returned undelivered to us, we are not obliged to advise you that your account has been classified as 'dormant'.
- 19 Confidentiality and Data Protection**
- 19.1 By agreeing to this Agreement, you are deemed to give consent to us to process and store your information.

- 19.2 We will store and process your information on the BEA Group computers or by other means. By your information we mean personal and financial information we:
- Obtain from you or from third parties (such as Credit Reference Agencies or other organisations when you apply for an account or any other products or services);
 - Learn from the way you use and administer your account, from the transactions you make and from the payments, which are made to your account.
- 19.3 We and other members of the BEA Group will use your information to manage your account, give you statements and provide our services, for assessment and analysis (including credit and/or behaviour scoring, market and product analysis), and to develop and improve our products and services, for example by informing you about accounts, products and services (including those of others) which may be of interest to you (although we and other members of the BEA Group will only send marketing material to you with your consent). If you do not wish to receive information about our products and services, please write to us or visit us at our branch to advise us.
- 19.4 We will not process any sensitive data we may hold on you unless:
- You have given us your explicit consent;
 - The data is essential for us to meet statutory and legal requirements; or
 - The data is essential to protect your interests and consent cannot be reasonably obtained.
- In addition to the above, the processing of such sensitive data will be protected by adequate safeguards and it will not be disclosed to any third party without your explicit consent.
- 19.5 As part of dealing with your application to open an account, we may search your record at Credit Reference Agency (CRA) who will supply us with both credit and identity information including any former names and genders. The CRA would keep a record of our enquiry about you. Other financial institutions may access this record if you apply to them for credit. Please contact us if you wish to know the details of the CRA we normally use.
- 19.6 We will treat your information as private and confidential (even when you are no longer a customer) and we will not disclose any such information outside of the BEA Group other than in the following exceptional cases permitted by law:
- Where we are required or legally compelled to disclose;
 - Where there is a duty to the public to disclose;
 - Where our interest requires disclosure (i.e. to prevent fraud), but this will not be used as a reason for disclosing information about you or your accounts to anyone else, including other companies in our group, for marketing purposes;
 - Where disclosure is made at your request or with your explicit consent.
- 19.7 We may give information about the debts that you owe us to CRAs if:
- You have fallen behind with your payments;
 - The amount owed is not in dispute; or
 - You have not made satisfactory proposals to us for repaying your debt, following our formal demand.
- In these cases, we will give you at least 28 days' notice that we plan to give such information. At the same time, we will explain to you the role of a CRA and the effect the information they provide can have on your ability to obtain credit.
- 19.8 Under Data Protection legislation, you are entitled to a copy of your personal data held by us on payment of a fee. Please refer to our Bank Charges leaflet for current fee or contact us for information. You also have the right of access to your personal records held by credit and fraud agencies. (Please see 19.5 above).

19.9 By agreeing to this Agreement, you are deemed to give consent to us to have your data transferred to another country (including countries which do not offer adequate personal data protection for the purposes of Directive 95/46/EC of the EU) for the purpose relating to the operation of the account. You agree that, if the data is required by another country's law or regulatory rules to be disclosed to that country's regulators, authorities and law enforcement agencies, the data can be disclosed.

20. Banker's References

If we are asked to give a banker's reference/status enquiry about you, we will need your written permission before we can give it. However, if we receive request from another financial services institution to verify your identity for money laundering and/or fraud prevention purposes, we will provide this information without seeking your consent.

21. Changes to the Agreement

21.1 Subject to 21.2, we may remove, change or add any of the terms of the Agreement for the following reasons:

- following or in anticipation of any changes in the law, Codes of Practice or recommendations of the Financial Services Authority or any other appropriate regulatory authority applicable to this Agreement;
- to provide for the introduction of new or improved systems, methods of operation, products or services;
- to take account of any relevant recommendation, decision or ruling by a Court, Ombudsman, Regulator or similar body;
- following or in anticipation of and to reflect any change in good banking practice;
- to make them clearer or more favourable to you;
- to rectify any mistake that might be discovered in due course;
- changes to systems, technology and third party costs.

We will write to you personally to tell you about the changes by post. Additionally we may inform you by fax, telephone, email or statement messages (for changes to our interest rates and exchange rates – please see 10 and 11 above). We may also advertise in the press (normally Sing Tao Daily).

21.2 Changes of charges will normally be due to changes in market conditions, the cost of providing products or services to you or other requirements (Please see 21.1 above). If we make a change, we will advise you in writing at least 2 months before we make it. You will be deemed to have accepted any changes we make unless you advise us to the contrary before the change is to take place. If you do not wish to accept the change and want to terminate the Agreement then we will not make any charge in these circumstances.

21.3 In addition, we will give you at least 2 months' notice (except for interest rate and exchange rates) if we want to change or end the Agreement. We can still end the Agreement immediately as per reasons set out in 17.5 above.

21.4 If we send you any notice or other communication to your last known address, we will consider it as having been received by you within 14 banking days after posting (mail) or 10 banking days (fax /email) unless we are advised to the contrary.

21.5 If any major change or many minor changes are made in one year, we will give you a new copy of the Agreement or a summary of the changes.

21.6 In addition to 17.1, at any time up to 60 days from the date of the notice of change, you may, without notice (except for fixed deposit accounts), switch your account or close it without having to pay any extra charges or interest for doing so.

21.7 We may, at our discretion, allow you extra time to comply with your obligations or decide not to exercise some of our rights.

22. Events outside our control

22.1 We accept no liability for any loss, damage or delay attributable in whole or part to action by any government or government agency or any other event outside our control, including but not restricted to industrial action, equipment failure and interruption of power supplies, but will always endeavour to give notice generally to customers of any anticipated delays by notices in our branch.

22.2 In the event that any event outside our control described in 22.1 above, stops or delays us from performing our obligations to you, then we may elect either:

- To postpone performance until we are able to perform our obligations; or
- To close the account by giving you 30 days' notice.

23. Severability

Each condition in this Agreement is separate from all other conditions. This means that if any provision of this Agreement should be void or unenforceable for any reason that shall not affect the validity or enforceability of any other provisions of this Agreement.

24. Complaints

24.1 If you are not happy with any part of our product or service or you think we have made a mistake, please let us know. We will investigate the matter and if necessary, we will put matters right as quickly as possible. We will also take steps to prevent a recurrence. A leaflet detailing our complaints procedure is available on request.

24.2 Please contact us first to answer your concerns and put matters right. We will normally deal with your problem immediately. However, if it is not possible to do so, we will send you a written acknowledgment of your complaint within 5 banking days. Within 4 weeks, we will write to you again with our final response or explaining why we need more time to respond. We will aim to resolve your complaint within 8 weeks and we will send you a final response letter by the end of 8 weeks.

24.3 If you have received a final response letter but are still unhappy with the outcome, or 8 weeks have elapsed since the 1st day of your complaint, you can refer the matter to the Financial Ombudsman Service (FOS). The FOS is available to settle certain complaints you make if they cannot be settled through our internal complaints procedures. Their contact details are as follows:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel: 0845 080 1800
Website: www.financial-ombudsman.org.uk

25. Death

25.1 In the event of the death of an account holder (except in the case of a joint account holder, in which case condition 4.5 applies), we will ask the personal representative of the deceased to provide proof of their identity and authority and then we will transfer the balance to the personal representative. The account shall be frozen when we receive notification of the account holder's death.

25.2 We may decline to allow any withdrawal from an account where the depositor has died until we have received the correct forms relating to the estate.

26. Special assistance

This Agreement is available in large print. If you require a copy of this Agreement in large print or any other special assistance, please contact us.

27. Miscellaneous

27.1 We may change our banking hours/practices and similar matters. We will give you notice in our branch, advertise in press (normally Sing Tao Daily) or by post (which includes statement messages).

27.2 We will give you at least 2 months' notice if we plan to close or move our branch. At the time of notice, we will inform you how we will continue to provide our products and services to you.

27.3 We or the BEA Group may take whatever action is necessary to prevent fraud, money laundering, terrorist activity and other services to persons who may be subject to sanctions. This may include but is not limited to investigating and intercepting payments into and out of your account(s) and investigating the source of funds or intended payee. It may also include making enquiries to establish whether the payee is subject to sanctions. This may cause a delay in the instruction you have provided to us. Where possible, we will advise you of the reasons for and likely length of delay.

27.4 We or the BEA Group will not be liable for any loss incurred as a result of 27.3 above.

27.5 If we do not enforce any of our rights that we may have under this Agreement, or if we delay in enforcing them, that does not stop us from taking any action to enforce our rights in the future.

27.6 You may not transfer any of your rights or duties to anyone else. This means that you cannot, for example, use the funds in your account as security for money you borrow from someone else. We are entitled to transfer all or part of our rights or duties or arrange for any third party to carry out our duties and rights under this Agreement.

27.7 We are required by law to tell you that other taxes and costs may exist in relation to the matters covered by this Agreement that are not paid by us or imposed by us.

27.8 You acknowledge that you are solely responsible for acquiring appropriate independent tax advice regarding any transactions that you enter into pursuant to or under this Agreement relating to the account and that nothing in this Agreement or in any other written or nonwritten communication between you and us or any other company in BEA Group constitutes advice relating to tax or to the suitability from a tax planning perspective of any strategy, or your compliance with any other laws, regulation or rules.

27.9 In the interests of security and for training purposes, we may monitor and/or record your telephone calls with us. Our recordings shall be and remain our sole property.

27.10 This Agreement is only available in English.

28. Governing Law and Jurisdiction

This Agreement is governed by the laws of England and Wales.

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