

Business Banking Terms and Conditions

Account Terms

These Terms apply to the following Accounts (an “Account”) provided by Ulster Bank Limited:

Corporate Current Account

Business Current Account

Deposit Accounts:

- **Business Reserve Account**
- **Solicitors Reserve Account**
- **Liquidity Manager Account**
- **Liquidity Select Account**
- **Special Interest Bearing Account**

These Terms and Conditions along with the related application form set out the Agreement between the Bank and the Customer. The Agreement also includes the Schedule of Services – Payment and International Banking Charges Brochure, International Payments just got easier, A Guide to Business Current Account Fees Brochure, Our Commitment to our Business Customer brochure and any tariff advised from time to time. The Bank will also provide a “Terms of Business” information document and other product literature. The Customer’s Relationship Manager will also provide an additional copy of these Terms at any time on request. The Agreement will remain in force until it is terminated in accordance with the termination provisions.

The customer agrees that some of the provisions in these Terms apply only if the Customer is a Protected Customer. A Protected Customer is a Micro-enterprise, which means a business whose annual turnover and/or balance sheet total does not exceed £2 million. A Business Day is ordinarily a day on which banks in Northern Ireland are generally open for business, other than Saturdays and Sundays and local bank and public holidays.

1. USE OF ACCOUNTS

- 1.1 The Customer may make and receive payments on an Account.
- 1.2 All accounts are available for business purposes only.
- 1.3 Unless the Bank agrees otherwise, the minimum balance required to open and maintain a;
 - 1.3.1 Liquidity Manager Account is £1.
 - 1.3.2 Business Reserve Account or a Solicitors Reserve Account is £1,000.
 - 1.3.3 Special Interest Bearing Account is £5,000.
 - 1.3.4 Liquidity Select Account is £50,000.
- 1.4 The Solicitors Reserve Account is only available to Solicitors and may be designated as an “Office Account”, or a “Client Account” or a general “Client Account”.
- 1.5 If the Customer has a joint Account, it will have joint and several liability for any indebtedness on the Account and the Bank will

(unless the Customer instructs the Bank otherwise in writing) accept instructions authorising account withdrawals signed by any of the Customers. If the Bank instructs the Customer in writing that more than one of the Customers requires to give any instruction on an Account, the Customer will generally have to give the Bank future instructions relating to the Account in writing, and not e.g. over the telephone. If one of the Customers dies, (unless the Customer instructs the Bank otherwise in writing) only the survivor or survivors will be recognised as having any right to the money in the Account and the Bank will accept instructions authorising account withdrawals signed by the survivor or any one of the survivors.

2. INSTRUCTIONS ON AN ACCOUNT

- 2.1 The Bank will not make a payment to another party unless the Customer has consented (whether as an individual transaction or a series of transactions) by giving instructions in accordance with the authority held by the Bank. The Customer consents to all instructions which are made in accordance with the authority held by the Bank regardless of the manner in which they are made. The Bank may not accept certain types of instructions on Deposit Accounts.
- 2.2 The Customer consents to all Direct Debits by signing a direct debit mandate in which it authorises another person to instruct the Bank to debit money from an Account. As Single Euro Payments Area (SEPA) Direct Debits are initiated in Euro they will be converted to Sterling at the exchange rate on the day prior to settlement. Please contact your Relationship Manager or view the Bank's website for details of the exchange rate used.
- 2.3 The information required to make a payment is set out in the Schedule of Services – Payment and International Charges Brochure which is available on the Bank's website.
- 2.4 If the Customer wants to cancel a payment by cheque, standing order or Direct Debit, the Customer will notify the Bank in writing, unless otherwise agreed by the Bank, at least one Business Day before the payment is due to be debited. The Customer will provide the following details:
 - 2.4.1 for cheques: cheque number, Account number, amount, name of payee and date;
 - 2.4.2 for standing orders: Account number and sort code of payee, the payee's details and a reference number (if available), amount and frequency;
 - 2.4.3 for Direct Debits: name of originator/creditor, amount and frequency.

The Customer cannot cancel any other payments once received by the Bank other than those set out above.

- 2.5 The Customer may make withdrawals from a Deposit Account at the account holding branch. The Bank may permit the Customer

to make withdrawals from an Account at another branch, on written request from the Customer to the account holding branch. Cash withdrawn from an Account on a Business Day will be debited to the Account on the same day.

2.6 The time of receipt will be the time the Bank receives the Customer's instructions rather than the time that the Customer sends them. Instructions received on a non-Business Day, or after the notified cut-off time for receiving an instruction, will be treated as received on the next Business Day. Instructions for future dated payments will be treated as received on the date for payment, or if this is not a Business Day, on the following Business Day. Details of the cut-off times are available in the Bank's Schedule of Services – Payment and International Banking Charges Brochure which is available on the Bank's website.

2.7 When the Bank receives instructions to make a payment in the European Economic Area (EEA) and in an EEA currency, the Bank will credit the institution which holds the payee's account:

2.7.1 if the instruction is electronic, by the end of the third Business Day following the day on which the Bank received the instruction or if the payment is a domestic direct debit or standing order, on the Business Day on which the payment is scheduled to be debited from the Account;

2.7.2 if the instruction is a SEPA payment, for credit transfers by the end of the second Business Day following the date on which the Bank received the instruction and for direct debits, on the Business Day on which the payment is scheduled to be debited from the Account;

2.7.3 for all paper initiated instructions, by the end of the fourth Business Day following the Business Day on which the Bank received the instruction.

For payments outside the EEA, different execution times may apply. The Bank will provide further information on request.

2.8 The Bank may refuse to process a payment if the Customer does not provide it with the information required to process a payment, the details provided by the Customer are incorrect or incomplete, the Bank believes the request is unauthorised or fraudulent, the Customer has not paid the required fees, it would be unlawful for the Bank to process the payment, the Account is no longer in operation, there are insufficient funds in the Account to process the payment or the request would result in the Customer exceeding its balance on the Account.

2.9 If the Bank refuses to process a payment, including credit transfers, standing orders, direct debits, any card transactions, or future dated internet payments, unless there is a security or other legal reason not to, the Bank will notify the Customer by email or by phone or in writing and if possible give the Bank's reasons for doing so.

- 2.10 Deposit Accounts must only be used for the purpose of business savings. They should not be used for money transmission purposes. The Bank may refuse to accept payments into a Deposit Account if the Bank believes that the Customer has made the payment for money transmission purposes.
- 2.11 Details of any limits on any payments (including card payments) which may be made are available in the Schedule of Services – Payment and International Banking Charges Brochure which is available on the Bank’s website.
- 2.12 The Bank may issue the Customer with a card. If it does, the card will remain the property of the Bank. The Customer must use the card in accordance with these Terms and Conditions.
- 2.13 Payments carried out using the Customer’s debit card will be applied to an Account on the Business Day on which details of the payment are received by the Bank.
- 2.14 The card may be used to make cash withdrawals, third party payments, bill payments, balance transfers and to make payments to retailers for goods and/or services.
- 2.15 A card transaction (whether single or recurring) will be authorised by the Customer if:
- (a) it authorises the transaction at the point of sale by following the instructions provided by the merchant which may include (i) entering the PIN; (ii) signing a sales voucher; (iii) providing the card details or (iv) waving or swiping the card over a card reader; or
 - (b) it inserts the card in the card reader device provided and makes a cash withdrawal or third party payment from an ATM or at a bank counter; or
 - (c) orally, or in writing provides the card details to the Bank or requests a transfer from an Account.
- 2.16 Once a Customer has carried out a card transaction, it cannot stop it.
- 2.17 The Bank may suspend, withdraw or restrict the use of a card and/or PIN and any security details in connection with an Account on reasonable grounds relating to:
- (a) the security of the card and/or PIN;
 - (b) the suspected unauthorised or fraudulent use of the card and/or PIN;
 - (c) in the case of a card and/or PIN with a credit limit, a significantly increased risk that the Customer may be unable to fulfil its liability to pay.

The Bank will tell the Customer (giving its reasons for doing so) either before it takes this action if possible or if not possible immediately after it takes this action, in both cases by emailing or phoning or writing to it unless to do so would compromise reasonable security measures or is otherwise unlawful. If the reasons for the blocking of the card or security details no longer apply, the

Bank will either allow the use of the card and/or PIN or give the Customer a new card and/or new PIN or new security details.

- 2.18 Further details on the payments services available on an Account are set out in the Schedule of Services – Payment and International Banking Charges Brochure.

3. PAYING INTO AN ACCOUNT

- 3.1 Cash deposited with the Bank on a Business Day will be available on an Account on the same day.
- 3.2 Payments (other than cash) to an Account will be credited to the Account on the Business Day on which the Bank receives the payment if the payment is received within the cut-off time. Details of the cut-off times are set out in the Bank's Schedule of Services – Payment and International Charges Brochure which is available on the Bank's website.
- 3.3 Cheques and other paper-based payments paid to an Account have to be cleared. The Customer's Relationship Manager will, on request, provide details of how the clearing system works and the Bank's internal lodgement process. The Bank will ignore uncleared credits to calculate balances and interest.
- 3.4 The Customer should not split the value of a cheque between two or more Accounts. If the Bank, at its discretion permits the Customer to do this, and at the same time the Customer lodges cash and/or Ulster Bank cheques, the amount of the cash and/or Ulster Bank cheques lodged may not be credited to the Customer's Account immediately as "cleared funds".
- 3.5 If the Bank has agreed that the Customer may use one of its quick lodgement services to deposit cash or cheques into an Account, the Bank will provide the Customer with instructions and terms of use of the service and supply wallets on request.

4. OVERDRAFTS

- 4.1 An overdraft may only be provided on Business Current and Corporate Current Accounts. The Customer may request an overdraft and if the Bank agrees, the overdraft details will be set out in an agreement between the Bank and the Customer.
- 4.2 The Bank may refuse a withdrawal which would overdraw an Account or cause an overdraft limit to be exceeded. If the Bank does allow that withdrawal:
- 4.2.1 it will treat the instruction as an informal request for an unarranged overdraft;
 - 4.2.2 it does not mean that the Bank will allow another similar withdrawal;
 - 4.2.3 the Customer will repay the overdrawn amount on demand;
 - 4.2.4 the Customer will pay debit interest at the Bank's unarranged interest rate on the overdrawn amount or on the balance in excess of the borrowing limit, as detailed in A Guide to Business Current Account Fees Brochure;

4.2.5 charges may be applied for unarranged borrowing or if the Bank returns an item unpaid. See Section 8 for details of charges.

- 4.3 If the Bank agrees an overdraft facility with the Customer, or agrees to vary an existing overdraft limit, the Bank will send to the Customer an overdraft facility letter confirming the amount of the overdraft limit and other key terms of the overdraft which will apply together with these terms and conditions. If there is any conflict between the terms of the overdraft facility letter and these terms and conditions, the facility letter provisions will override these terms and conditions.

5. INTEREST PAID BY THE BANK

- 5.1 The Bank will set the interest rate for an Account, where agreed, and will inform the Customer of that rate. The current interest rate for an Account is also available from the Bank on request.
- 5.2 The Bank will pay interest on cleared balances (after deduction of tax if required):
- 5.2.1 on a Business Reserve Account and a Solicitors Reserve Account, annually in October, at a rate set by the Bank.
 - 5.2.2 on a Liquidity Manager Account, monthly, at a rate set by the Bank.
 - 5.2.3 on a Special Interest Bearing Account, quarterly, at the rate detailed in the most recent interest notice to the Customer.
 - 5.2.4 on a Liquidity Select Account, monthly, at the rate detailed in the most recent interest notice to the Customer.
- 5.3 Different rates of interest apply on an Account depending on the balance held on the Account. For details of the Bank's applicable rates the Customer should contact its Relationship Manager or view the Bank's website for standard rates of interest www.ulsterbank.co.uk.

6. INTEREST APPLICATION

- 6.1 Interest is calculated daily on the cleared balance on the account on a 365 day year. The Customer's Relationship Manager will provide details, on request.
- 6.2 Interest will be applied to an Account at the end of the relevant period, unless otherwise agreed.

7. TERMINATION

- 7.1 The Customer may instruct the Bank in writing at any time to close an Account.
- 7.2 The Bank may, without giving a reason close an Account.
- 7.3 The Bank will give the Customer not less than 60 days' written notice to close an Account. If at the end of that period, the Customer has not closed the Account, the Bank will be entitled to refuse to accept any more payments into the Account

(except such payments as are necessary to repay any debt including outstanding interest and charges in the Account).

- 7.4 On closure, the Bank will return any credit balance to the Customer or the Customer will repay any debit balance to the Bank.
- 7.5 Closure may be immediate in cases which the Bank considers to be exceptional.
- 7.6 The Terms of the Agreement relating to an Account will continue to apply until all sums pending have been settled in full.
- 7.7 The Agreement will remain in place until it is terminated by either the Customer or the Bank in accordance with the Agreement.

8. CHARGES

- 8.1 The Bank may apply charges for the use of an Account and for additional services provided to the Customer, whether these relate directly to the Customer's Account or not. The charges, including those for the most common services, are detailed in A Guide to Business Current Account Fees Brochure, available from the Customer's Relationship Manager. Details of charges for additional services are also available.
- 8.2 Except for Protected Customers, charges for additional information or information provided at the Customer's request will be agreed between the Customer and the Bank on a commercial basis.
- 8.3 The Bank may apply new or revised charges. The Bank will notify the Customer at least 60 days before any new or increased charge is introduced. If the Customer is not happy with the new or increased charges, the Customer can immediately close its Account without charge in accordance with the Agreement. If the Customer does not contact the Bank about closing its Account by the end of the notice period, the Bank will assume that the Customer agrees to the new or increased charges.
- 8.4 All payments will be made in Sterling unless the Bank specifically agrees otherwise. Where the Bank agrees to make a payment from an Account to a non-Sterling account, the Customer is required to agree on the exchange rate before the payment is made. Where the Bank agrees to receive a payment in a currency other than Sterling, the exchange rate will be determined at such time and the Customer can obtain details of the exchange rate on the foreign exchange board in the Bank's branches. The Bank may vary the exchange rate immediately and without notice to the Customer.

9. CHANGES TO THE TERMS

- 9.1 The Bank may change any of these Terms. The Bank will give not less than 60 days' written advance notice of the changes made.

- 9.2 The Customer may within 60 days of the date of an advance notice, switch or close their Account without paying extra charges or losing interest.
- 9.3 If the Customer is not happy with the changes, the Customer can immediately close its Account without charge in accordance with the Agreement. If the Customer does not contact the Bank about closing their Account by the end of the notice period, the Bank will assume the Customer agrees to such changes.
- 9.4 The Customer agrees that the Bank may change the interest rate immediately and without notice if the change will benefit the Customer or if the interest rate is based on the Bank of England base rate or Libor. The Bank will give not less than 60 days' notice of any other interest rate change.
- 9.5 Revised Terms will be available online and from the Bank on request.

10. COMMUNICATIONS

- 10.1 All communications between the Bank and the Customer will be in English.
- 10.2 Information on payments into and out of an Account will appear in the Customer's statement, which the Bank will provide to the Customer by post on a regular basis (as agreed between the Bank and the Customer), and may also be made available at least once a month at the request of the Customer.
- 10.3 The Customer can contact the Bank by contacting their Relationship Manager or Group Head Office, 11/16 Donegall Square East, Belfast, BT1 5BU.

11. LIABILITY

- 11.1 The Bank is not liable for any loss arising from abnormal or unforeseeable causes beyond the Bank's control, the consequences of which would have been unavoidable despite all efforts to the contrary.
- 11.2 To the extent permissible by law, the Bank is not liable for any indirect or consequential loss.
- 11.3 If the Customer is a Protected Customer, the Bank is responsible for executing payments sent from and received to an Account correctly. Unless the Bank can prove the payment was correctly received, the Bank shall without undue delay re-credit the amount of the payment together with any charges, interest and other sums debited to the Protected Customer's Account so that it is restored to the state it would have been in had the defective payment not taken place.
- 11.4 The Protected Customer is not entitled to a refund under Condition 11.3 if it provided the Bank with incorrect payment details and the Bank used these to execute the payment.

- 11.5 The Bank is responsible for payments debited to a Customer's Account which were not authorised by the Customer in accordance with this Agreement. It will immediately restore the Customer's Account to the state it would have been in had the unauthorised payment not taken place.
- 11.6 The Protected Customer (and in the case of SEPA Direct Debit payments, all Customers) will only be entitled to a refund in respect of an unauthorised or incorrectly executed payment only if the Protected Customer notifies the Bank in writing without undue delay and no later than 13 months after the payment was debited to the Account. For all other Customers, notification must be made no later than 2 months after the payment was debited to the Account.
- 11.7 If the Customer is a Protected Customer, the Bank may be liable for an authorised payment initiated by the payee if the following conditions are satisfied:
- 11.7.1 when given, the authorisation did not specify the exact payment amount;
 - 11.7.2 the amount of the payment transaction exceeded the amount that the Customer would reasonably have expected (other than as a result of exchange rate fluctuations), taking into account the Customer's previous spending pattern, this Agreement and the circumstances of the case; and
 - 11.7.3 the request for a refund is made within 8 weeks from the date the payment is debited from the Customer's Account.
- 11.8 The Customer must provide the Bank with the information necessary to show that condition 11.7 applies if the Bank requests this. If the condition is satisfied, the Bank will either refund the Customer with the full amount of the payment or provide it with reasons for refusing the request within ten Business Days of the request for a refund.
- 11.9 For SEPA direct debits, the Bank may be liable to any Customer for an authorised direct debit if the request for a refund is made within 8 weeks from the date the payment is debited from the Customer's Account.
- 11.10 The Customer must comply with any security measures required by the Bank to prevent the security details from becoming known to or accessible by any unauthorised person. The Customer must sign a card when it receives it, memorise and immediately destroy the PIN when received and keep the card and all security details secure at all times.
- 11.11 The Customer is not liable for any losses from the use of a card or security details arising after the Customer has notified the Bank that they have been lost or stolen. The Customer must notify the Bank of the loss of a card, PIN or security details by phoning the Bank at 0870 600 0459.

- 11.12 The Protected Customer is liable up to a maximum of £50 for any losses incurred in respect of unauthorised payment transactions arising:
- 11.12.1 from the use of a lost or stolen payment instruments: or
 - 11.12.2 where the payer has failed to keep the personalised security features of the payment instrument safe from the misappropriation of the payment instrument.
- 11.13 The Protected Customer is liable for all unauthorised payments:
- 11.13.1 if it has acted fraudulently;
 - 11.13.2 if it fails to notify the Bank of the loss, theft, misappropriation or unauthorised use of any account or security details.
- 11.14 The Bank may refuse to process a payment instrument, including credit transfers, cash withdrawals, direct debits, cash lodgements or future dated payments, on reasonable grounds relating to the security of the payment instrument, the suspected unauthorised or fraudulent use of the payment instrument, or in the case of a payment instrument with a credit line, a significantly increased risk that the Customer may be unable to fulfil its liability to pay. Unless there is a security or other legal reason not to, the Bank will notify the Customer by email or by phone or by writing to it and if possible give the Bank's reasons for doing so. If the reasons for the blocking of the payment instrument no longer apply, the Bank will either allow the use of the payment instrument or will replace it with a new payment instrument as soon practicable after the reasons for stopping its use cease to exist.
- 11.15 At the request of the Customer, the Bank will make efforts as soon as reasonably practicable to trace an incorrectly executed payment and notify the Customer of the result. Where the Customer is a Protected Customer, the Bank will make immediate efforts to do so.
- 11.16 The Customer is not entitled to a refund in any of the circumstances set out in this Condition 11 or any of the protections provided for under the Payment Services Directive 2007/64/EC for payments from or to accounts with an institution outside the EEA or where the payment is made or received in a non-EEA currency.
- 11.17 If the Customer is not a Protected Customer, it agrees that the Bank is not required to provide the Customer with the information under, or to comply in any other respect with Part 5 of the Payment Services Regulations 2009.
- 11.18 This Condition 11 and the liability provisions in it do not apply to payments by cheque or bank draft.

12. LAW AND JURISDICTION

Northern Irish law applies to the Agreement and the Northern Irish Courts have exclusive jurisdiction.

YOUR INFORMATION

Who we are

We are a member of The Royal Bank of Scotland Group (the Group). For information about our group of companies please visit www.rbs.com and click on 'About Us', or for similar enquiries please telephone 0131 556 8555 or Textphone 0845 900 5960.

How we use your information and who we share it with

Your information comprises all the details we hold about you and your transactions, and includes information obtained from third parties.

We may use and share your information with other members of the Group to help us & them:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- understand our customers' requirements;
- develop and test products and services.

We do not disclose your information to anyone outside the Group except:

- where we have your permission; or
- where we are required or permitted to do so by law; or
- to credit reference and fraud prevention agencies and other companies that provide a service to us or you; or
- where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone to whom we pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object to the change within 60 days, you consent to that change.

If you would like a copy of the information we hold about you, please write to your branch or Relationship Manager. A fee may be payable.

Credit Reference Agencies

We may make periodic searches at credit reference agencies and will provide information to the Group to manage and take decisions about your accounts. This may include information about how you manage your account including your account balance, credit limit and any arrears. We will also provide this information to credit reference agencies who may make this information available to other organisations so that they can take decisions about you, your associates and members of your household. The information may also be used for tracing purposes.

Fraud prevention agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies.

Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- checking applications for, and managing credit or other facilities and recovering debt;
- checking insurance proposals and claims;
- checking details of job applicants and employees.

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

We can provide the names and addresses of the credit reference and fraud prevention agencies we use. If you would like a copy of your information held by them, please contact your branch or Relationship Manager. The agencies may charge a fee.

Other General Terms

If you are not satisfied with any of our products or services we have a complaint handling procedure that you can use to resolve such matters. If you wish to make a complaint please contact us. You can write to us at, Ulster Bank Group Head Office, 11-16 Donegall Square East Belfast BT1 5BU. Alternatively, you can visit or call your local branch.

If you are still not satisfied after following our procedures, you can ask the Financial Ombudsman Service, to review the complaint. Write to The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Consumer Helpline – 0845 080 1800 – complaint.info@financial-ombudsman.org.uk

The Financial Services Compensation Scheme, set up under the Financial Services and Markets Act 2000, may cover your account. The FSCS is mainly available to private individuals although some small businesses are covered. Larger businesses are generally excluded. For money held in a bank or building society in the UK, the Scheme will cover up to the greater of £50,000 or €50,000 of your claim. Deposits in all currencies are treated the same. Private individuals and small business client funds may be covered. For further information on the conditions governing compensation and details on how to apply please refer to the FSCS at www.fscs.org.uk

Calls may be recorded.

Information is correct at time of going to print.

Ulster Bank Limited is registered with the Information Commissioner's Office, Wycliffe House Water Lane Wilmslow Cheshire, SK9 5AF.

Ulster Bank Limited is authorised and regulated by the Financial Services Authority.

The VAT number of Ulster Bank Limited is GB 243 8527 52

These Terms and Conditions apply in respect of products and services outlined and are effective from 1 November 2009.

Why not find out more today while it's still fresh in your mind? Just phone or visit your local branch and talk to one of our **Relationship Managers** – the dedicated point of contact for all business banking requirements. Or visit our web site at **www.ulsterbank.co.uk/businessbanking**

For more information call into any Ulster Bank branch

www.ulsterbank.co.uk/businessbanking

This brochure is also available in Braille, large print, audio or on disk. Please contact your local branch for details or Textphone 0800 015 4422.

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