

Business Savers Online Banking

Service Terms and Conditions

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Service Terms and Conditions

These Service Terms and Conditions are applicable to our business savings accounts and your use of Online Banking. With Online Banking you can access information about your Account(s), give us instructions and use other functionality that we make available from time to time. Please read these Service Terms and Conditions carefully and keep a copy for your records. By registering for Online Banking you agree to these Service Terms and Conditions.

These Service Terms and Conditions are additional to the General Terms and Conditions and the Product Terms and Conditions and form part of our agreement with you for your Account(s). They apply when you access accounts, products, and services through Online Banking. If there is any conflict between these Service Terms and Conditions and the General Terms and Conditions, these Service Terms and Conditions will apply or any conflict between these Service Terms and Conditions and the Product Terms and Conditions, the Product Terms and Conditions will apply.

Glossary

All definitions used in the General Terms and Conditions have the same meaning in these Service Terms and Conditions, and:

Account Officer	Any person accepted by us as having full authority to action and instruct us to action the Account on behalf of the company named on the Account.
Bank Holiday	Any weekday which is a public holiday in England, Scotland, Wales and Northern Ireland on which banks are closed for business.
Beneficial Ownership/Owner(s)	The natural person(s) who directly or indirectly owns or controls more than 25% of the company.
General Terms and Conditions	The overarching terms and conditions which apply to your Account(s) and related services provided by Close Brothers Savings (a trading style of Close Brothers Limited). You can find a copy of the General Terms and Conditions on our Website.
Online Banking	The service we provide which enables you to view and manage your Account(s) and any other products and services we may offer via the Website.
Primary Business Contact	The individual who has been authorised by the company to be the primary contact for the account and the individual who will receive all account communications.
Product Terms and Conditions	Any terms that apply to each account you have with us.
Security Details	The details that are used to verify your identity for the purposes of accessing and giving instructions in Online Banking such as passwords, registration codes, memorable information, one-time passcodes or customer numbers.
Terms and Conditions	Together the General Terms and Conditions, Product Terms and Conditions and these Service Terms and Conditions.
Website	www.closesavings.co.uk

In these Service Terms and Conditions:

'We', 'us' and 'our' means Close Brothers Limited, and 'Close Brothers Group' means us, our parent company and any companies we or our parent company totally or partly own at anytime; and 'you' and 'your' means the company named on the Account, and, as applicable, any Account Officer properly authorised to act on its behalf.

1. Opening an Account

- 1.1 Our Accounts are available to UK incorporated companies registered at Companies House. Further eligibility criteria may be applicable to a particular Account and these will be as set out in the relevant Product Terms and Conditions.
- 1.2 The application to open an Account must be completed by a company officer named on Companies House. In making the application, you must have authority to open an Account on behalf of the company and obtain consent from the owners and directors of the business that we can undertake appropriate data checks to validate their identity. We may require you to provide proof to our satisfaction of your authorisation to open the Account and the consent to undertake checks, for example a board resolution.
- 1.3 As part of the Account opening process we may check the identities of Company Officers, shareholders and any other persons with beneficial ownership of the company and verify this using publicly available information. We may also carry out further verification checks during the time that you have an Account open with us. We may ask questions around tax residency for the company's Beneficial Owners in order to satisfy our regulatory requirements.

2. Account Officers and keeping your information up-to-date

- 2.1 You will be able to select up to a maximum of four (4) Company Officers who are named on Companies House to be listed on the Account as Account Officers. By appointing them as Account Officers you will give them full authority to action and instruct us to action the Account on behalf of the company.
- 2.2 You must ensure that all information provided in an Account opening application is accurate and complete and that information we hold on the company, the Account Officers, shareholders and beneficial owners remains up-to-date. You must notify us promptly and within at least 30 days of any changes to this information and we may require documentary evidence of these changes.
- 2.3 As part of the application process you will select one Account Officer to be the Primary Business Contact for the Account. The Primary Business Contact is the individual who has been authorised by the company to be the primary contact for the account. This person will receive all communications in relation to the Account on an ongoing basis and it is this person's responsibility to share any of the information they receive in relation to the Account with the other individual(s) authorised as Account Officers in relation to the Account. If we give a notice or provide information to the Primary Business Contact, the company will be deemed to have received it at the same time. We will not be required to send Account information to another Account Officer who is not the Primary Business Contact. In the event that you need to change the Primary Business Contact, for example where such person ceases to be involved with the business, you will be responsible for notifying us of such change and ensuring that a new business primary contact is provided to us. Please see our FAQs on our website for more information on how to do this.
- 2.4 Where there is more than one Account Officer on the Account, we may act on the instructions given by any one Account Officer, unless we have been advised by you not to. For example, if one Account Officer instructs us what to do on maturity of your Account, we do not need to verify the instruction with another Account Officer. Any one Account Officer will also be able to change the nominated account pending the relevant security checks. We will not be liable for any losses arising from the execution by us of instructions given to us by an Account Officer or from your failure to inform us of a change in Account Officers.
- 2.5 Each Account Officer, both individually and together, is bound by the Terms and Conditions of the Account(s) and is fully responsible for all instructions given (even when given only by one Account Officer). Where we become aware of a dispute between multiple Account Officers on an Account we will only accept instructions which have been authorised by all Account Officers. We will not be responsible for any transactions made or instructions given by any Account Officer prior to receipt of such notice by us. Where there is no dispute but we receive conflicting instructions from two Account Officers we may refuse to carry out any transactions or further instructions until clarity has been sought.

3. Accessing Online Banking and its availability

- 3.1 You can find details on how to use Online Banking on our Website. Please ensure that you read any terms, conditions and notices we give when using the service.
- 3.2 You are responsible for ensuring that the equipment and devices that you use to access Online Banking are compatible at all times. Compatibility requirements can be found on our Website. You must take reasonable steps to ensure that the appropriate anti-virus, anti-malware and firewall technology is installed on the equipment and devices you use to access Online Banking and is kept up-to-date. We do not promise that the operation of the Website or Online Banking will be uninterrupted or error-free, nor that they will be free from viruses, corrupted files, Trojan horses or other similar software or programs that may be used to access, modify, delete or damage any data files or other computer programs used by you.
- 3.3 Although we will use reasonable efforts to keep the Website and Online Banking available to you at all times, from time to time either or both may be unavailable, for example in order to undertake maintenance or perform upgrades. Where possible, we will let you know in advance of a planned interruption. We will not be liable to you for any loss or damage arising to you if the Website and/or Online Banking is unavailable at any time or if access is interrupted.
- 3.4 Online Banking uses a high level of encryption, which may be illegal in some countries outside of the UK. You should not access the services from countries where this is not permitted by local law. We shall not be liable for any loss, damage or other outcome suffered by you as a result of you breaking any local law by using Online Banking from outside the UK.
- 3.5 There is no charge for Online Banking. However, other taxes or costs may exist that are not paid via us or imposed by us. For example, your Internet provider may charge you.

4. Instructions to us

- 4.1 You must enter your Security Details to access and/or carry out any action through Online Banking. For some instructions, you will need to tell us your mobile phone number and/or email address so that we can send you a one-time passcode in order for you to be able to complete certain transactions. We will only send you a passcode when you have taken steps to access Online Banking. If you receive a passcode without requesting one, please contact us immediately.
- 4.2 You authorise us to accept and act on your instruction and to pay to and from your Account(s) the amounts involved when the transaction has been authenticated by the use of your Security Details in Online Banking. You will not be able to revoke, cancel, amend or replace payment instructions through Online Banking. Please refer to the General Terms and Conditions on how to provide us with payment instructions for your Account(s).

5. Blocking access and refusing transactions

- 5.1 We may at any time suspend or restrict your access to Online Banking if:
- we are concerned that your Security Details may have been compromised or misused;
 - we suspect that Online Banking is being used to access your Account(s) in an unauthorised, illegal or fraudulent manner;
 - we need to do so to comply with the law of any jurisdiction;
 - in our reasonable opinion you breach these Service Terms and Conditions or the General Terms and Conditions; and/or
 - you make a report to us under Clause 6.3 below.
- 5.2 Unless telling you would be unlawful or would compromise security, where possible we will tell you, giving our reasons, before suspending or restricting your access to Online Banking. Where it was not possible to tell you in advance, we will inform you afterwards, giving our reasons.
- 5.3 We will restore your access to Online Banking (and confirm by email that we have done so) as soon as practicable once the reasons for the suspension or restriction cease to exist.

6. Keeping Online Banking safe

- 6.1 You must take all reasonable precautions to keep your Security Details safe and prevent their use by an unauthorised person. You must comply with all reasonable instructions we issue regarding keeping your Security Details safe.
- 6.2 We will never ask you to tell us your Security Details, as they are for accessing and using Online Banking only. You should not provide your Security Details to anyone, even if that request seems to come from us.
- 6.3 If you know or suspect that:
- the equipment through which you normally access Online Banking has been lost or stolen;
 - an unauthorised person has access to your Account(s) through Online Banking; and/or
 - your Security Details are known to an unauthorised person;
- you must tell us immediately by calling us on 020 3857 3050 (available Monday to Friday, 9am - 5pm, excluding bank holidays). You must also change your Security Details immediately in Online Banking.
- 6.4 We will not be liable to you for any loss or damage arising from any unauthorised transaction where you or another authorised person acted fraudulently or where you or another authorised person intentionally or negligently failed to use the Website and/or Online Banking in accordance with these Service Terms and Conditions and the General Terms and Conditions (including the obligation to keep your Security Details safe). We may change the security steps we expect you to take at any time and will give you advance notice if we do so.

7. Your information

- 7.1 Full details of how we collect and use your personal data are set out in our Privacy booklet which you can access at www.closesavings.co.uk/privacy.
- 7.2 You are responsible for ensuring we have your most up-to-date contact details, including your email address, phone number and address. As well as using your personal data as described in our Privacy booklet, we will use your personal data to provide services to you via Online Banking. If you contact us electronically, we may also collect an electronic identifier (such as your internet protocol (IP), address or telephone number) supplied by your internet service provider.
- 7.3 We may disclose your details to the police or any prosecuting authority, if we have reason to believe that you or anyone else has acted fraudulently on your Account or Online Banking.

8. Changes to Online Banking

- 8.1 The layout, form and wording of the site(s) or screens through which you access Online Banking are subject to change by us at any time and we do not need your agreement to make such changes.
- 8.2 We may make changes to these Service Terms and Conditions at any time in accordance with the General Terms and Conditions.

9. Cancelling access

- 9.1 You can stop using Online Banking and/or you can cancel your registration without charge at any time by contacting us using the details at the back of this booklet.
- 9.2 If your relationship with us comes to an end, you may continue to access your Account information for a period of up to 7 years after the date your Account is closed. We may, however, cancel your access to Online Banking at any time during this period.

10. Liability

- 10.1 We will not be liable for any loss or damage arising from any failure of any equipment, software or services you use to access the Website or Online Banking.
- 10.2 We will not be liable to you for any loss or damage caused by any form of malware or other technologically harmful material that might infect your computer, device or equipment, programs, data or other proprietary material due to your use of the Website and/or Online Banking.

11. General

- 11.1 These Service Terms and Conditions are governed by English law. They are in English and we will communicate with you in English.
- 11.2 You acknowledge that all intellectual property rights related to Online Banking are the sole property of us or our licensors. You are prohibited from sub-licensing, copying, renting, transferring, selling, displaying, publishing, broadcasting, dealing, distributing, reverse engineering, amending or commercially using such rights whether totally or partially.

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Contacting us is easy

 Write: Close Brothers Savings, 10 Crown Place, London, EC2A 4FT

 Visit: www.closesavings.co.uk

 Call: 020 3857 3050 (opening hours: Monday to Friday, 9am - 5pm, excluding bank holidays)

Close Brothers Limited Registered office:
10 Crown Place, London, EC2A 4FT.
Registered in England & Wales No: 00195626.
Close Brothers Limited is authorised by the Prudential
Regulation Authority and regulated by the Financial Conduct
Authority and the Prudential Regulation Authority FCA No.
124750 and is a member of the Financial Services
Compensation Scheme.



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