

Terms and Conditions Personal Customers

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Personal Banking Terms and Conditions

In these Terms 'we', 'us' and 'our' refers to Reliance Bank Limited. The Terms are a contract between you and us and apply to all our accounts. No one else apart from you will have any rights or be able to enforce these Terms. In these Terms, working days means Monday to Friday, except public holidays. We can refuse to accept your money or your application to open a new account. Where we ask you to telephone us, please ring 020 7398 5400.

These Terms and Conditions are governed by the laws of England and Wales as are our dealings with you up until the time your Account is opened. We are required by law to tell you that Terms and Conditions are only available in English and we will communicate with you in English.

You should read these Terms and Conditions carefully and retain a copy for future reference. We can provide you with additional or up-to-date copies of these conditions if you ask us or, alternatively, these conditions are also available on our website www.reliancebankltd.com.

Section 1

General Terms

This section contains General Terms and Conditions, which apply to all our products and services for personal customers.

1. Terms and Conditions Changes

We may amend any of the Terms included here at any time. Changes to our Rates and Charges Notices are available in our banking hall, or via our website www.reliancebankltd.com. Any changes that are disadvantageous to you will be advised to you personally by post with reasonable notice.

2. Your Information

This section explains how we will use your data once you have applied for any of the products and services covered in this booklet together with any other products or services where we tell you this section will apply.

2.1 Confidentiality

Information we hold about you will not be disclosed to anyone other than where:

- we are legally required to disclose, or
- we have a public duty to disclose, or
- our interests require disclosure, or
- the disclosure is made with your consent, or
- set out in the terms below.

2.2 Credit Reference Agencies

2.2.1 We may share information with credit reference agencies (CRAs) to verify your identity and suitability for an account using information from the Electoral Register and other public sources. If you apply for a current account or credit, to assess your ability to meet your financial commitments, we may use details of your credit history.

2.2.2 If your application is for a current account or a credit facility, the CRAs will record details of your application which will form part of your credit history whether or not you proceed and if you make several applications for credit within a short period of time, this may temporarily have a detrimental affect on your ability to obtain credit.

2.2.3 We may share details of how you manage any current accounts or borrowing from us with CRAs.

2.2.4 If we make demand for repayment following any default by you and you fail to repay the sum due in full or make (and adhere to) acceptable proposals for repayment within 28 days, then, provided there is no genuine dispute about the amount owed, we may register the default with the CRAs. The registration of a default notice may have a detrimental affect on your ability to obtain further credit.

2.2.5 If you make a joint application for a current account or a credit facility, an 'association' linking your financial records with those of your fellow applicant(s) will be created by the CRAs. The credit history of your 'associates' will be taken into consideration in any future application for credit. The 'association' will continue to link your credit histories unless and until you successfully file a 'notice of disassociation' with the CRAs.

2.3 Crime Prevention and Debt Recovery

2.3.1 To prevent crime, to verify your identity and to recover debt, we may exchange information (both within the UK and, where appropriate, overseas) with fraud prevention and debt recovery agencies and other organisations including other lenders.

2.3.2 If you give us false or inaccurate information and we suspect fraud this will be recorded.

2.3.3 Information held by fraud prevention agencies may be used by lenders and insurers when making decisions about you or others at your address(es) for credit-related services or motor, household, credit, life or any other insurance facilities and for debt tracing, claims assessment and to verify identities to prevent money laundering.

2.4 Data Sharing

2.4.1 Reliance Bank Limited may record, exchange, analyse and use relevant information about you and your relationships for credit assessment, market research, and administrative purposes. This may include information provided by you, or someone acting on your behalf.

2.4.2 Relevant information may also be exchanged with others for audit purposes and, if required, by appropriate governmental and non-governmental regulators or ombudsmen.

2.4.3 We aim to keep your information up-to-date, please advise us of any changes without any undue delay.

2.4.4 We may use third parties to process information and provide services on our behalf. Whether it is processed in the UK or overseas, your information will be protected, in accordance with the Data Protection Act 1998, by a strict code of secrecy and security which third parties are subject to and will only be used in accordance with our instructions.

2.5 Information about Products and Services

2.5.1 We would like to advise you, from time to time, about selected products and services which we think may be of interest to you by telephone, post, and other means. We may also ask you to assist in our regular reviews of customer service standards.

If you do not want us to contact you about such products and services, please let us know, preferably in writing.

2.6 Miscellaneous

2.6.1 Under the Data Protection Act 1998, you can make a written request for a copy of all the information we hold about you. The maximum fee you may be charged is £10.00.

2.6.2 Please telephone 020 7398 5400 if you require details of the credit reference and fraud prevention agencies we use.

2.6.3 To ensure that we carry out your instructions accurately, to help us to continually improve our service and in the interests of security, we may monitor and/or record your telephone calls with us. Any recordings remain our sole property.

2.6.4 We will obtain your written consent before providing a bankers reference about you. However, if we receive a request from another financial services institution to verify your identity for money laundering prevention purposes, we will provide this information.

3. Third Party Mandates

You can authorise another person to operate your account(s). You will need to sign a third party mandate in respect of those account(s). On joint accounts, all of you must sign. You can also do this by signing a Lasting Power of Attorney but you should take legal advice before doing so. If you authorise another person to operate your account then you will be responsible for their actions or omissions as if they were your own.

4. Important Security Information

4.1 You must take all reasonable precautions to prevent fraudulent use of any cards and security details [including PINs (Personal Identification Numbers), security numbers, passwords or other details including those which allow you to use Internet Banking]. These include but are not limited to:

- signing your debit card as soon as you receive it if it bears a signature strip; and
- keeping your debit card apart from your cheques; and
- keeping your card and security details safe; and
- not allowing anyone else to have or use your card or security details; and
- not disclosing the card number and security details except when using the card to make payments; and
- complying with our separate Reliance Bank Visa Debit Card Terms and Conditions when making payments through the Internet; and
- not tampering with the card; and
- destroying the PIN advice immediately after receipt; and
- never writing your PIN on your card or any other item normally kept near your card; and
- never writing your security details in a way that can be understood by someone else; and
- not choosing security details to make them more memorable to you such as sequences of
- letters or numbers that may be easy to guess; and
- taking care to ensure that no one hears or sees your security details when you use these; and
- not disclosing your PIN for mail order payments or when paying for goods and services over the telephone or through the Internet; and
- keeping card receipts and other information about your account containing personal details (such as statements) safe and getting rid of them safely. People who commit fraud use many methods such as 'bin raiding' to get hold of this type of information, and may use the information they obtain to identify themselves as you – this is known as identity theft.

Do not forget to reconcile your account regularly. You should also take simple precautions such as shredding paper containing personal information; and complying with all reasonable instructions we issue regarding keeping your card and security details safe. If you fail to notify us of the loss or misappropriation of your card you may be liable for any losses.

4.2 If your card or security details are lost or stolen, or you suspect that someone has used or tried to use them please tell us as soon as you can by calling: 020 7398 5400 or 020 7929 1344. If asked, you must confirm this in writing.

4.3 We will ask you to co-operate with us and the police in relation to any investigation into the actual or suspected misuse of your card. You must report any unauthorised transactions to the police, within 7 days of our request. We may also disclose information about you or your account to the police or other third parties if we think it will help prevent or recover losses.

4.4 If you find your card after having called us under 4.2, you must not use it again. You must cut it into several pieces – including through the chip – and return it to us immediately.

4.5 If you use an account aggregation service that is not provided by Reliance Bank Limited you may be liable for any fraud or mistakes that happen on your accounts as a result.

5. Tax on Credit Interest (not applicable to all accounts)

- 5.1 We will pay you interest after deduction of tax at the applicable rate. Account holders who are resident and ordinarily resident in the UK may receive interest gross, that is without deduction of tax, if they are eligible and an Inland Revenue form R85 has been completed, signed by the account holders (or by a parent or legal guardian if the account holder is under 16) and returned to us.
- 5.2 For joint accounts, if all parties are not eligible to receive interest gross, we can pay the interest part gross and part net if we hold a valid form R85 for the party who is eligible.
- 5.3 In the UK, we may pay interest with tax deducted in the current tax year before we process an R85.
- 5.4 If all persons for whose benefit the account is held are not ordinarily resident in the UK, they may receive their interest gross if they are eligible and an Inland Revenue form R105 has been completed, signed and returned to us. Any interest paid before we are able to process an R105 must be paid after deduction of tax at the applicable rate. A separate Form R105 is required for each interest bearing account.
- 5.5 Where you divert interest payable on your account to another account either in your name or another person's name, then you will be taxed in respect of that interest according to your tax status.

6. Miscellaneous

- 6.1 If any accounts you hold with us are in credit, we may use them to reduce or repay any amounts you owe on other accounts you hold with us anywhere in the same name (including any card accounts and any joint accounts) whether or not those accounts are in the same currency. We will give you a reasonable opportunity to pay any outstanding sums before we do so and will tell you why and when it was done as soon as possible afterwards.
- 6.2 We reserve the right to transfer you from your existing account(s) to other account(s) we believe are appropriate for you if your existing account(s) are no longer going to be offered by us, or if we change the eligibility criteria for such account(s).
- 6.3 We may change our banking hours, banking practices and similar matters by giving you notice in our banking hall, by post (which includes statement messages and secure e-messages) or via our website.
- 6.4 Please tell us straight away if you change your name, telephone number, email details (if applicable) or address. We reserve the right to keep any personal mail, if it is returned from, or you do not respond to, mail sent to your correspondence address, until informed otherwise.
- 6.5 If we do not hold correct information we may make your account dormant to protect both you and us. If you ask us, we will tell you how you can reactivate your account or access your account balance.
- 6.6 Unless you ask us not to, we may use any contact details you have provided to contact you about service related matters. These may be confidential. You must only give us contact details such as work/mobile telephone numbers/email addresses if you are happy for us to contact you in this way.
- 6.7 To meet our obligations in relation to the prevention of fraud, money laundering and terrorist activity, or if we suspect fraud in relation to any of your account(s) with us, we

may need to investigate your relationship with us including transactions on your accounts including the source of or intended recipient of funds paid into or out of your accounts. Exceptionally, this may delay the carrying out of your instructions or the receipt of cleared funds, but, where possible, we will advise you of the reasons for and likely length of any delay.

- 6.8 We shall not be liable to you for any loss you may suffer if we, or any of our agents or correspondents are prevented from or delayed in providing you with any banking or other services due to strikes, industrial action, failure of supplies or equipment or other causes beyond our reasonable control. We will not be responsible to you or any third party for any loss suffered as a result of our carrying out the activities set out in clause 6.7 above.
- 6.9 We may transfer all or any of our rights in relation to your account. We may also transfer any of our obligations but only to someone we reasonably consider capable of performing them. You may not transfer any of your rights or obligations in relation to your account or transfer or assign any account or deposit.
- 6.10 We may occasionally allow you extra time to comply with your obligations or decide not to exercise some of our rights. However, we can still insist on the strict application of these Terms later on.
- 6.11 These terms and conditions are governed by the laws of England and Wales, and you and we submit to the non-exclusive jurisdiction of the courts of England and Wales.

Section 2

Current and Savings Accounts

This section applies to our current and savings accounts including joint accounts and accounts which you are authorised by the account holder to operate.

1. Opening an Account

- 1.1 To open an account with us you will need to complete an application form and provide us with identification, as outlined in our 'Proving your identity leaflet', which will be supplied to you with the application form or can be found on our website. The completed application form will then be processed by us and a decision given to you with the minimum of delay.
- 1.2 If you wish to switch your account to us from another Bank, then we can take care of all of this for you. We will transfer your Direct Debits and Standing Orders free of charge. All you have to do is redirect your salary and any income (e.g. pension or child benefit) into your new account and ensure any outstanding payments to your old account have been made. All of the administration is done by us in accordance with agreed inter-bank standards, making the switching process as easy as possible.
- 1.3 You can open a KIDZ Savings Account for the benefit of a child under 7 if you are at least 18 years of age and you are their parent, legal guardian or grandparent. If you do not already hold an account with us and you want to open an Instant Access Savings Account we may require you to make a minimum deposit.
- 1.4 To open an Appointee Bank Account you must be at least 18 years of age (or such other age as we may specify from time to time). You can only open and operate an Appointee Bank Account on behalf of a person who is mentally incapable. If you break any duty or obligation you owe to such person you will repay to us any losses we may suffer as a result.
- 1.5 Once the account is open you have a 'cooling off' period of 14 days, and in that time you can close your account by informing us in writing. Any credit balances will be returned to you, and any debit balances must be repaid. No charges will be applied to your account if you exercise your right to cancel your contract with us during this period.

2. Operating your Account

2.1 Joint accounts

2.1.1 Unless this conflicts with another authority given in writing on the joint account, and until any one of you cancels this authority, you authorise us to:

- pay all cheques and accept other instructions for payment (including those given to us using our Telephone Banking Service or Internet Banking Service), or to stop such payments, signed or given by **any one** of you, whether the account is in debit or credit, and
- deliver any item held by us in safe keeping in your joint names against the receipt of **any one** of you, and

2.1.2 We will accept such authority until it is cancelled by **any one of you** (unless otherwise agreed in writing) or treated by us as cancelled under 2.1.3 or cancelled by law.

2.1.3 If any one of you tells us of a dispute between **any of you**, we may treat this as notice of cancellation of the authority. If we do, any further transactions, including payments by standing order or Direct Debit, will need the authority of **all of you** and the use of additional services such as Internet Banking may be suspended. We may also ask for the return of any unused cheques and cards. Until all the cards are returned, card transactions (including those carried out via self-service machines) will continue to be deducted from the joint account.

2.1.4 We may disclose to **any of you** any information we hold about the account(s).

2.1.5 Unless clause 2.1.3 above applies, in the event of the death of any of you, the survivor(s) have authority to instruct us to pay them any credit balance and deliver to them any items held in safe keeping. This is subject to any rights which we or a third party may have.

2.1.6 You agree that if **any one of you** registers for Internet Banking or any other banking service provided over an electronic channel which we may make available to you:

- we may provide Internet Banking or such other service in respect of your joint account even if **not all of you** have registered for Internet Banking or such other service, and
- you will be bound by the Internet Banking terms and/or the terms of such other service and
- we may in certain circumstances, when it is in your clear interest, follow an instruction given to us in relation to your joint account by **any one of you**, even if any joint account mandate requires the authority of **more than one of you**.

2.1.7 Please also see the joint account provisions in clause 3.5 for paying in cheques, clause 8.2 for borrowing, and clause 11 for closing accounts.

2.2 Statements

2.2.1 Even if you choose to view your statements for any of your accounts electronically, you will still continue to receive paper copies.

2.2.2 A charge may be payable if you request copies of statements that have been supplied or made available to you, whether that be in paper or electronic format.

2.2.3 If you identify an incorrect entry on your account you must inform us at the earliest opportunity or in any event within 13 months of the item appearing on your statement. Failure to do so may result in us being unable to correct the item.

2.2.4 We will investigate the payment, and if a transaction was not authorised by you, we will return your account to the position it would have been if the payment had not taken place. This includes debit or credit interest, where applicable.

2.2.5 We may use messages on or with your statements to tell you about changes to this agreement, or to other agreements or services you have with us.

2.3 Transfers

You may make transfers between your accounts. We will deduct or add transfers from and to your account on the same day as we receive your instructions provided they are received on a normal business day and before that day's cut off time of 3pm. With Fixed Term Deposits the transfers will be effected on the maturity day.

2.4 Balance information

We may provide you with details of;

- The balance on your account. It may include transactions that are still being processed and so may be subject to change. It may not represent funds that are available for you to withdraw. Your account and the transactions passing through it may be affected by a Court Order, for example, a Bankruptcy Order, Freezing Order or Injunction Order. If so, the balance may change and transactions may not be processed or may be reversed.

3. Paying into your Account

3.1 We accept cash, cheques and other items that are payable to you for payment into your account. A charge may be deducted from your account for payments into your account of foreign currency bank notes and certain other items.

3.2 Credits that contain a mixture of cash and cheques, and are paid in over the counter or received in the post will be processed and be made available to you without any undue delay and by the end of the working day on which we receive them. The clearance of cheques will take 5 working days, with funds available on day 6.

3.3 We can only accept responsibility for payments into your account after we have received and checked them. If you send cash to us by post this must be by 'special delivery'.

3.4 If a cheque or other item is marked on the front 'not transferable' or 'account payee', we can only accept it for the person it is made payable to. The only exception to this is a joint account. We will accept a cheque or other item made payable to any one of you. However, a cheque or other item made payable to joint names cannot be paid into a sole account.

3.5 If the total amount of the items being paid into your account is added up incorrectly on the paying-in slip (bank giro credit), we will usually be able to process the correct amount to your account. We will endeavour to tell you we have done this, but this may not always be possible, especially if the credit has been paid in over the counter of another bank.

3.6 When items are received for credit to your account, we will deal with them and make them available to you that day, provided they are received on a working day and before our cut-off time of 3pm. Items received on a non working day, or after our cut-off time will be processed on the next working day.

3.7 If a cheque that has been paid into your account is returned unpaid, the amount will be deducted from your account. We will tell you that this has been done. Depending on why the cheque was unpaid, we will either ask for payment again from the bank of the person who issued it, or return it to you. Different procedures apply to foreign cheques, see clause 3.9.1.

3.7.1 If you want to pay in cash or a cheque of one currency into an account in another currency we will convert the amount at our applicable rate of exchange. The exchange rate we use will be the rate we provide or make available to you when you request a payment. A charge may be payable for this service. You will be informed of the charge when the item is paid in. Details of charges are also available via the internet or over the telephone.

3.7.2 We may refuse to accept a payment into an account or make a payment from it, if we reasonably believe that doing so might cause us (Reliance Bank Ltd) to breach a legal requirement or might expose us (Reliance Bank Ltd) to action from any government or regulator.

3.7.3 The following payments are processed in accordance with the time scales shown:

Payment Processing Information

Payment Type	Cut-Off Times	Maximum Processing Time	Payment Limit
CHAPS	3.00 pm	Same day, but we are not responsible if the recipient's account is not credited immediately	Available funds on your account Minimum £1,000
Faster Payment	3.00 pm	Same day, but we are not responsible if the recipient's account is not credited immediately	Maximum £10,000
Internal Transfer	3.00 pm	Same day	Available funds on your account
Standing Orders		Same day to another account with Reliance Bank Ltd. Three working days to accounts at another bank.	Available funds on your account

3.8 Foreign cheques

3.8.1 By 'foreign cheques' we mean cheques drawn in a foreign currency (whether on a bank in the UK, Channel Islands, the Isle of Man or abroad) or cheques drawn in sterling on a bank abroad. This also includes other forms of foreign payment.

3.8.2 We may agree to negotiate a foreign cheque although we are not obliged to do so. This means that we will add to your account immediately the full amount or the converted amount. If it is returned unpaid, we will have 'recourse' against you (and anyone who has signed or endorsed it) and we can deduct from your account either the amount we added or, if we converted the cheque into another currency, the amount reconverted at the exchange rate applicable on the date we make the deduction.

3.8.3 For details of how we deal with interest following negotiation of a foreign cheque, please ask us.

3.8.4 For a foreign cheque negotiation, we will deduct our fees when you pay it in. If it is returned we may deduct a further fee. Agents' fees may be payable whether the cheque is paid or not.

3.8.5 We may decide or agree to send a foreign cheque for collection. We will either:

- send it directly to the bank on which it is drawn and credit your account once we have received payment, or
- pass it through the clearance system in the country where it needs to be presented for payment. We may appoint an agent in that country to do this for us. We will credit your account with the amount of the foreign cheque (subject to clauses 3.8 and 3.9.9) when we or our agents have received the funds and are satisfied that they can be credited to your account. This may involve us or our agents waiting after receiving funds from the bank upon which the foreign cheque is drawn to be certain that it has been cleared and has not been returned before we credit your account.

3.8.6 If exchange restrictions or some other cause result in us receiving payment in a currency different from that of the cheque, we will not be responsible for any loss in exchanging the proceeds into the currency of your account.

3.8.7 The Uniform Rules for Collections, as published by the International Chamber of Commerce apply to any negotiation or collection of foreign cheques or other forms of foreign payment.

3.8.8 You must sign the back of any foreign cheque you pay into your account. Your signature should be in the same form as your name on the front of the cheque irrespective of whether this is your usual signature.

3.8.9 For a foreign cheque collection we will deduct a fee from the proceeds when we receive them or, if it is not paid, we may charge a fee when we receive the unpaid cheque. Our fees will include any charges made by our agents and/or the bank on which the cheque is drawn.

3.9 Savings Account

3.9.1 You can make regular savings into your Savings Account. These can be made by way of standing order from your Bank Account or via direct credit using the paying in book we will provide you with (Paying in books are not available on our variable rate Cash ISA).

3.9.2 Savings accounts must remain in credit at ALL times. If there is at any time a debit balance, then we will be entitled to charge interest at our Standard Overdraft Rate, in accordance with clause 7.5, to charge fees in accordance with clauses 6 and 7.11 – 7.13 and to close your account upon 30 days written notice.

3.9.3 The rate payable will depend on the cleared balance available on the account. Current interest rates are available on our website or by telephone. Printed copies are available on request.

3.9.4. Interest is calculated daily and is applied at the end of March, June, September and December.

3.9.5 Tax may be deducted from the interest we pay you. Please refer to part 5 in section 1 of these Terms and Conditions for full details.

4. Payments from your Account

There are different types of payment you can make from your account. There are various cut off times applicable to different types of payment instruction. These can be found in Section 3.7.3 Payment Processing Information.

The Payment Service Regulations will require all banks, within the EEA (European Economic Area), to make sure that payments generally arrive no later than the next working day after an instruction to make the payment is received. The banking industry is working to make this happen and the Regulations allow us to agree with you that we have until 2012 to get the new systems ready.

Until then, our terms will allow us to send your payment so that the recipient's bank gets it on the third working day.

The bank receiving the payment from us is required by law to pay it into its customer's account on the day it receives the payment from us.

These timescales are the maximum time it should take. If the bank you are sending the money to is part of the Faster Payments Scheme, the payment can arrive within a matter of hours. Please ask if you would like further details of how long your payment will take.

There are three exceptions when payments may take longer:

- if instructions are received on paper it may take an extra day to action your request.
- if the instruction is received after our daily cut off time of 3pm or on a non-working day, we will begin processing the payment on the next available working day. The above time limits will commence from that date.
- if payments are made in certain foreign currencies different rules apply see section 4.9.

4.1 We will make payments from your account if:

- you authorise them in any of the ways set out in these Terms, but we may decline to make a payment if the amount exceeds any limit we set for monitoring or fraud prevention purposes.
- there are cleared funds in your account or if they are covered by an agreed overdraft facility.

In assessing the amount of cleared funds on your account, we may consider any other payments we have made or agreed to make from your account, or which have already been authorised, such as card transactions. This will be regardless of whether or not these transactions have already been deducted from your account.

We may refuse to accept a payment into an account or make a payment from it, if we reasonably believe that doing so might cause us (Reliance Bank Ltd) to breach a legal requirement or might expose us (Reliance Bank Ltd) to action from any government or regulator.

4.2 There will not be any delay in us carrying out your instructions provided we believe your instruction is genuine, clear, does not cause us to break any law, or damage our reputation and that you have funds available in your account to make the payment.

4.3 When you instruct us to make an immediate payment we will do this in line with the time limits stated in 4.9.

4.4 You can instruct us to stop or cancel a payment if:

- the amount has not been taken out of your account, and
- we have not told the person to whom it is payable or their bank that it will be paid, and
- a cheque has not been guaranteed by your Reliance Bank Visa Debit Card.
- it is not a cash or a card payment.

To cancel a Direct Debit, or other regular payment, you must ask us no later than the working day before the payment is due to be made. You should also tell the beneficiary that the payment has been cancelled.

4.5 If you make payments in a currency other than the currency of your account, it might not be possible to convert the amount and complete the transaction on the day of your instructions. We will use the reference exchange rate applicable on the day of conversion as referenced in 4.10.2. If the transaction is conditional on the exchange rate for conversion or on the date of completion you must tell us when giving us your instructions.

4.6 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(s) out of your account unless you have previously obtained an appropriate order from the Court, or
- set up a separate account(s) in your name to which any of your future payments will be credited. In the Channel Islands and Isle of Man, local legislation will apply.

4.7 We will deduct cash withdrawals made over our counter from your account on the same day.

4.8 Cheques

4.8.1 There is important information about the security of your cheque book and this forms part of these Terms and Conditions.

4.8.2 Only write cheques in the currency of your account.

4.8.3 When writing a cheque:

- you must take all reasonable precautions to prevent anyone else altering it or making a forgery.
- which you then post, clearly write the name of the person you are paying the cheque to and also put extra information about them on the front of the cheque. For example, Inland Revenue, account J Jones or AAA Bank, account J Jones.
- you must not write a future date on it as it may not prevent the payee from paying it into their bank before that date.

4.8.4 If your cheque book or cheques are lost or stolen, or if you think that someone has signed one of your cheques without your permission, you must telephone us straightaway on 020 7398 5400.

4.8.5 If we receive for payment one of your cheques that is more than six months old, we may, but do not have to, pay it.

4.8.6 We will keep original cheques paid from your account or copies for at least six years, however, cheques for smaller amounts may be destroyed after six months.

4.9 Foreign Currency Payments

The speed of these payments will depend on the currency you use and the countries involved:

- if the payment is in pounds or euros, the timescales will be the same as for payments made within the UK
- if the payment is in another EEA currency, our terms will allow the payment to take an additional working day to reach the recipient
- payments in other currencies and to countries outside the EEA are not covered by the new regulations. Please contact us if you require further information on how long these payments will take.

If you ask us to make a payment in a foreign currency we will refer to the exchange rate on the day of your request. Unless we have agreed a fixed rate with you for a particular transaction, we may apply changes to the reference exchange rate immediately and without notice.

4.9.1 When making an electronic payment you must provide us with:

- the name and address of the beneficiary bank,
- the bank sorting code or national bank code
- the IBAN (International Bank Account Number) if the payment is to another EEC country or the bank's SWIFT Bank Identifier Code (BIC) if the payment's destination is to a non EEC country.
- the bank account number of the beneficiary

- the name and address of the beneficiary to whom the payment is being made.
- your own account number, name and address. This is a legal requirement and these details will be passed to the beneficiary's banker. We do not accept liability for any loss or delay caused by any incorrect information you provide to us.

4.9.2 Electronic Fund Transfers:

- Subject to certain criteria, which will be made available to you on request, payments will be made in the currency you stipulate.
- May be made for any amount in any freely traded currency.
- Where possible, we will send the payment in the currency of the destination country, unless you have indicated otherwise on the application form.
- Working day means the day when banks are open for business both in London and the financial centre of the currency being sent.

4.9.3 All banks apply different cut off times for the processing of payments in foreign currencies.

4.9.4 A charge will be debited to your account when your payment instruction is processed. Additional charges may be levied by correspondent/beneficiary banks involved in the transaction over and above the premium you pay for this service. These will be debited to your account at a later date.

4.9.5 We may make a charge for any enquiries we receive in respect of each payment instruction, whether made by you or another person. We will not charge you if we have made an error.

4.9.6 You cannot normally cancel a payment after we have accepted your instruction. Any refund of the amount retrieved will be made net of any incidental expenses.

4.9.7 If a payment is returned to us we will convert the amount at the exchange rate applicable at that date and credit it to your account.

5. Clearing Credits and Cheques

The 'central clearing cycle' is the time taken for money paid from or into your account to be deducted or added. This applies to our normal clearing cycles for sterling cash and cheques drawn in sterling (other than those drawn on banks abroad) paid into branches of English or Scottish banks in England, Scotland, Wales, the Channel Islands and the Isle of Man. For foreign cheques (as defined in 3.9.1), refer to 3.9.

5.1 Cheques you issue

5.1.1 You can only issue cheques on your Current Account if there are funds available.

5.1.2 When you issue a cheque on your account, the amount will normally be deducted from your account two working days after the recipient pays it into their account, e.g. the amount of a cheque paid in on a Monday will normally be deducted from your account on that Wednesday. More time may be needed for a cheque paid into a building society account or any bank outside England or Wales or any account held at a non-clearing bank. However:

- If a cheque you issue is paid in over our counter, e.g. to pay a bill or is paid in there by the recipient, the amount will be deducted from your account on the same day.
- If you issue a cheque and the payee has 'specially presented' it, the amount will be deducted from your account on the day it is received by us.

5.2 Cheques

5.2.1 When you pay a cheque into your account, you will normally have to wait five working days inclusive of the day it has been paid in before you can withdraw the money on the sixth day, unless you ask us to send it for special presentation (when a charge is payable) or we agree otherwise, e.g. the proceeds of a cheque paid in on a Monday will normally be available for withdrawal on the following Monday. An extra day may be needed for cheques drawn on Scottish banks. The cheque amount will be included in your balance before you can withdraw the money. We treat cheques as being cleared for interest calculation purposes on the day the relevant credit is received by us. If you withdraw money which is not cleared for interest calculation purposes, you may be charged interest even though your account shows a credit balance.

The bank on which a cheque is drawn may return it unpaid, even if we have let you withdraw the money and/or the amount on the cheque has been included in your available balance (see 2.4). When a cheque is returned unpaid, it will usually happen three or four working days after the cheque has been paid into your account, but it could be later. Because of this, we may require you to wait until we are certain that the cheque has been paid, before you are able to draw against it. If a cheque paid into your account is returned unpaid, the amount of the cheque will be deducted from your account. If you withdraw against a cheque which is later returned unpaid, and your account goes overdrawn, or your existing overdraft increases, we may charge interest (if applicable) and/or our applicable fee for overdrafts not agreed in advance.

When you pay in a cheque at our counter, you can ask us to specially present it by post to the bank it is drawn on. Upon receipt, the other bank will confirm whether the cheque has been paid. If it has, we may allow you to withdraw against it earlier than we would normally do, but it may be longer if there are postal delays. Special presentation does not affect the clearing cycle for interest calculation purposes. A charge will be debited to your account for using our special presentation service, see clause 6.

5.3 Cash

5.3.1 When cash is paid into your account over our counter it will be available to withdraw and treated as cleared for interest purposes immediately. If you pay a mixture of cash and cheques into your account on the same paying in slip you will be able to withdraw the cash immediately. Your cash will be treated as cleared for interest calculation purposes on the day it is paid in, if we receive it on a working day. Otherwise it will be treated as cleared on the next working day. When you pay cash into your account at other banks, you will have to wait three working days before withdrawing the money. The cash is treated as cleared for interest calculation purposes when the credit is received by us.

6. Bank Charges

6.1 We do not make any charges for the basic operation of an account with us. We do charge for certain services such as unauthorised overdrafts, electronic payments or stopped or unpaid cheques.

6.2 We will give you 30 days notice if we amend any of these charges or if we introduce a new charge.

6.3. For further information about our charges please telephone us or look on our website.

7. Current Account Overdrafts

You must be 18 or over to borrow from us. All references to Bank Account in clause 7 only relate to Bank Accounts for customers aged 18 and over. You must keep your Bank Account in credit unless we have agreed an overdraft facility.

Authorised Overdrafts

- 7.1 We will give you a letter setting out the terms of any agreed overdraft facility. You must stay within the agreed limit.
- 7.2 We will charge interest at our Standard Overdraft Rate whenever your account goes overdrawn, on the amount by which it is overdrawn. We will continue to charge this rate until there is a cleared credit balance on your account.
- 7.3 Before we deduct interest as set out in clause 7.2 from your account, we will give you at least 14 days notice of how much we are going to deduct.
- 7.4 When your account is overdrawn within an agreed overdraft limit, you must make regular payments into your account. You must tell us if you are unable to do this.
- 7.5 Interest is calculated daily on the debit balance of your account. It will be deducted from your account 19 calendar days or the next working day after the end of the quarters ending March, June, September and December. If we have to make full demand for repayment of the overdraft any applicable interest will be debited immediately.
- 7.6 We have the right to cancel or reduce the overdraft facility at any time if you fail to comply with the terms and conditions of your agreement.

Unauthorised Overdrafts

- 7.7 We will charge interest at our Unauthorised Overdraft Rate whenever your account goes overdrawn, on the amount by which it is overdrawn. We will continue to charge this rate until there is a cleared credit balance on your account.
- 7.8 Before we deduct interest as set out in clause 7.7 from your account, we will give you at least 14 days notice of how much we are going to deduct.
- 7.9 Interest is calculated daily on the debit balance of your account. It will be deducted from your account 19 calendar days after the end of the quarters ending March, June, September and December. If we have to make full demand for repayment of the overdraft any applicable interest will be debited immediately.

Unpaid Items

- 7.10 If we have to return three or more items unpaid due to insufficient funds, we may close your account upon 30 days written notice. We will return any credit balances on the account. If the account is overdrawn, we will require you to pay any money owed to us.
- 7.11 We may return a cheque or other item unpaid, if it will make your account go overdrawn or over any agreed overdraft limit. A charge may be made for this. If we do pay the cheque, other item or card transaction and your account goes overdrawn or over any agreed overdraft limit, this does not mean that we have agreed an overdraft or increased any existing overdraft. The overdrawn balance or the amount in excess of your agreed overdraft limit must be repaid immediately. If you are unable to do this you must contact us to discuss the matter at the earliest opportunity.
- 7.12 As well as charging interest and any applicable fee, we may charge you if we pay a cheque which has been guaranteed by your Reliance Bank Visa Debit Card or a Visa transaction you have made and, as a result, your Bank Account goes overdrawn or over any agreed overdraft limit.

7.13 We may let you overdraw your Bank Account without an agreed limit. If we do this, we may not charge you our applicable fee for reviewing unauthorised overdrafts provided your Bank Account is not more than £10 overdrawn, although interest will still be charged at applicable rates. If we have allowed you to overdraw your Bank Account we may not always advise you in writing, or by any other means of communication.

8. Responsibility for Borrowing

8.1 Accounts in your sole name You are personally responsible for any money you owe us, whether this arises from your own actions, from the actions of someone authorised by you, or from the use of any card we have issued to you.

8.2 Joint accounts

8.2.1 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 Section 2, clause 2.1.

8.2.2 Where any of you also have an account with us in your sole name, and that account has a credit balance, we can set-off these monies against any money owing to us on the joint account. (Please also see section 1, clause 6.1).

9. Your Reliance Bank Visa Debit Card

Full terms and conditions for your Reliance Bank Visa Debit Card are issued separately. These can be located on our website or printed copies are available upon request.

10. Interest

10.1 You will receive interest, when appropriate, at the rate applicable to your account. See clause 7 for details of interest you may have to pay when you borrow from us.

10.2 We may vary our interest rates at any time for one or more of the following reasons:

- following, or in anticipation of, a change in relevant law, regulation, code of practice or guidance or general banking practice
- to reflect the making of a recommendation, requirement or decision of any court, ombudsman, regulator or similar body
- to reflect any change in the base rate, or any rate that replaces it, as set by the Bank of England or by any bank that takes over responsibility for setting such a rate
- to reflect any change or anticipated change in interest rates charged by other major banks or financial institutions in the UK
- to reflect changes or anticipated changes in costs associated with changes in relevant market conditions, technology, the costs we pay to others, inflation and/or in accounts, services or facilities we provide
- to reflect our internal policies on competitiveness, market share and/or profitability of our business as a whole, or, in respect of a particular product or service
- to reflect any changes or anticipated changes in money market interest rates or the cost to us of money we lend
- to reflect any reorganisation of our business by it being acquired by or by our acquiring another bank or organisation
- to reflect any event beyond our control.

10.3 Interest rate changes will be reflected within 24 hours on our website and via notices in our banking hall. You will receive reasonable notice of any disadvantageous interest rate

changes of a material nature, except where the rate change arises because the account tracks the Reliance Bank Base rate, which tracks the publicly available Bank of England base rate. This notification will allow you to close or switch your account without penalty, should you wish to do so.

10.4 Information about our current rates is available on our website or by telephoning us and asking a member of staff. Any changes made to our interest rates are effective immediately.

10.5 We calculate interest daily on the cleared balance.

11. Closing your Account

11.1 If you wish to close or switch your account, at any time, you or all of you (for joint accounts) must tell us in writing or via our Internet Banking Service. All cards and unused cheques issued on the account must be returned to us before we will close the account.

11.2 We may require you to repay any money owed to us, including the amount of any cheques you have issued, card transactions you have made and which are paid by us after closure, and any charges incurred.

11.3 If we wish to close your account, we will give you at least 30 days notice in writing unless there are circumstances which justify us in closing the account on earlier notice. We will repay any credit balance to you. You must return to us any unused cheques and any cards we have issued to you on the account.

11.4 In the event of the death of a sole account holder, we may require to see a Grant of Probate or Letters of Administration before releasing any monies in the account to the personal representatives.

12. Cash ISA

These conditions are governed by the Individual Savings Account Regulations 1998, as amended from time to time, and any other applicable regulations and statutes (together called the ISA Regulations) and words and phrases have the same meaning in these conditions as they have in the ISA Regulations. Full terms and conditions for Cash ISAs are issued separately and these can also be located on our website or printed copies are available upon request. Full terms and conditions for Cash ISAs are issued separately and these can also be located on our website or printed copies available upon request.

13. How to Complain

If we do not deliver the standard of service you expect, or if you think we have made a mistake, please let us know. We will investigate the situation and, if necessary, set about putting matters right as quickly as possible. Where appropriate we will also take steps to prevent a recurrence. Please allow us the first opportunity to answer your concerns and put matters right. However, if you remain dissatisfied and would like further information about our process for resolving complaints, please ask us for our explanatory leaflet on this.

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if we as a Bank fail to meet our financial obligations. Depositors, including most individuals and small businesses are covered by this scheme.

In respect of deposits, an eligible depositor is entitled to claim up to £85,000. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each, making a total of £170,000. The £85,000 limit relates to the combined amount in all the eligible depositor's accounts with the Bank, including their share of any joint account, and not to each separate account.

Further details of the Scheme are available on request or refer to the FSCS at www.fscs.org.uk



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