

Current Accounts and Deposit Accounts

General Terms and Conditions

Effective from 31 October 2018

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1. GENERAL INFORMATION

These General Terms and Conditions for current accounts and deposit accounts (the '**General Terms and Conditions**') form part of the agreement (the '**Agreement**') between you, and Hampden & Co plc whose registered office is 9 Charlotte Square, Edinburgh EH2 4DR ('**Hampden & Co**', '**we**', or '**us**'). You should read these General Terms and Conditions and the relevant Account Specific Terms and Conditions carefully as they contain details of binding legal arrangements between us and you. If there is anything you do not understand, please ask us and we will be happy to assist you. Remember that once you sign the application form and we accept your application you will be bound by this Agreement.

- 1.1 Your Agreement to us maintaining the Account consists of these General Terms and Conditions, the Account Specific Terms and Conditions, our Privacy Statement, our Banking Charges Tariff, our Credit Interest Rates Sheet, any application form(s) you complete when you apply for your Account(s), and any special conditions that we tell you about when we supply you with a new service. These General Terms and Conditions apply to all current account and deposit account services we offer to our clients. The Account Specific Terms and Conditions are additional terms and conditions that apply to the various accounts that we offer. The Account Specific Terms and Conditions will apply to you depending on the particular Account(s) you hold with us.
- 1.2 You should retain a copy of these General Terms and Conditions for future reference. We can provide you with additional copies of any of our terms and conditions if you ask us. Copies are also available on our website.
- 1.3 If the terms of these General Terms and Conditions conflict with the terms of the Account Specific Terms and Conditions, the Account Specific Terms and Conditions will apply.
- 1.4 These General Terms and Conditions will apply until all of your Accounts with us are closed and any money you owe to us has been repaid.
- 1.5 You must comply with the User Guide that sets out details of how your Account(s) and the facilities associated with it work.
- 1.6 You will, if you ask us, be issued with a Card to use in connection with a current account you hold with us. If you wish to have a Card for more than one current account, you will be required to hold a separate Card for each account.
- 1.7 You may be able to use your Card to make contactless payments if your Card permits such use. Your User Guide set outs whether this sort of payment is possible with your Card and the monetary limits for contactless payments using your Card.
- 1.8 Unless we agree otherwise, in order to open a new Account you must be a UK resident aged 16 years or over.

2. IF YOU DECIDE TO CHANGE YOUR MIND

- 2.1 Unless we tell you otherwise when you open an Account, you can cancel your Account if you notify us in writing, or tell us in person (either in one of our branches or by telephone), within 14 days from the day after the date your Account is opened or the date you received the relevant Account Specific Terms and Conditions and the General Terms and Conditions (whichever date is the later). If you want to cancel your Account you can write to us at the branch where your Account is held, visit one of our branches, or telephone your Private Banker.
- 2.2 If you tell us you want to cancel your Account we will help you switch to another account or, if you would prefer, we will give you all your money back with any interest your money has earned. If you have paid a fee for your Account in advance, we will refund any unused part of that fee.

2.3 If we have provided you with a credit facility, by way of an arranged overdraft or other type of cash loan, you can withdraw from this facility by giving us notice, either in writing or in person (either in one of our branches or by telephone), within 14 days from (the later of) the day after the date on which:

- (a) we enter into an agreement with you to provide you with the credit facility;
- (b) we inform you of any relevant credit limit; or
- (c) you receive a copy of your credit agreement.

You must return any sum owed, including interest due, as soon as possible but no later than 30 days after you withdrew from your facility. You will not incur any fees.

2.4 If you cancel your Account, and you have a credit facility with us, your Account will not be closed, and the terms of your Agreement with us shall continue to apply, until all amounts due under your agreement for that facility have been paid to us.

3. DEFINITIONS

3.1 Certain words have specific meanings throughout these General Terms and Conditions and, where applicable, the Account Specific Terms and Conditions. Some of these words and their meanings are listed at the end of these General Terms and Conditions.

3.2 Some other terms that we use in this Agreement are explained where we use them.

3.3 If you have a Joint Account, 'you' may refer to each or all of you unless we expressly say otherwise.

4. YOUR CONTACT DETAILS

4.1 The address given on your Account application form must be your main residence and will be the Notified Address for the Account. For Joint Accounts, we will send information about the account addressed to all parties to the Account to the address of the first person named on our records only (unless there is a legal reason we have to write to all of you). The person we contact is responsible for sharing with the rest of you the information we send.

4.2 We may send you any notice or other communication either to the last Notified Address we have in connection with your Account or to a fax number or email address you have registered with us. We may also contact you by telephone at any number you have registered with us, including via text message.

4.3 If you or any Joint Account Holder change your name, address, telephone number or other contact details relating to you, or if you know any details we hold about you (or any Account Holder) are incorrect, you must inform us. We may request proof of such changes.

4.4 Examples of the details you should keep up-to-date include:

- (a) name;
- (b) nationality;
- (c) address (including if you move abroad);
- (d) signature;
- (e) telephone number (including mobile);
- (f) email address; and
- (g) tax residency.

4.5 If you do not keep your details up-to-date, your eligibility for your Account(s), the facilities and services we can offer you, or how they work, might be affected. The security of your information may also be at risk and you may not receive important information from us, including notices about changes to this Agreement.

4.6 If you no longer have a residence in the UK, this may result in termination of this Agreement and closure of your Accounts.

5. YOUR INSTRUCTIONS TO US

- 5.1 We may accept instructions from you or any person(s) appointed to act on your behalf in the following ways:
- (a) using a Card;
 - (b) using telephone or internet banking, or any other electronic means of access we offer you;
 - (c) in person in a branch; or
 - (d) in writing (for example, a cheque).
- We will tell you if for some reason you cannot use any of these methods for a particular account or service. Please see your User Guide for further details of how to give your instructions and where to send them.
- 5.2 Your instructions must be clear and accurate. If they are not, we will not be liable if your instructions are rejected or performed incorrectly except as set out in this Agreement.
- 5.3 Before we act on an instruction, we will carry out checks designed to ensure that we believe the instruction has come from you and is clear. We will treat an instruction as being made by you if:
- (a) it is in writing and has a signature that we reasonably believe to be yours;
 - (b) acting reasonably, we are satisfied that you are who you say you are (for example, by verifying your Security Details or by asking you to provide additional identification documents); or
 - (c) it has been made using a Payment Instrument that we have given you or agreed with you.
- 5.4 We may act on your instructions even where carrying out these instructions creates or increases a debt on your Account.
- 5.5 We may refuse to act on your instructions (including those in respect of withdrawals, payments, transfers and receipts) if:
- (a) we reasonably suspect fraudulent or other criminal activity;
 - (b) we reasonably believe that by carrying out the instruction we (or any of our third party service providers) might break an Applicable Law or another code, or other duty that applies to us or them;
 - (c) it is in relation to services not offered by your particular Account;
 - (d) the requirements in Conditions 5.1 and 5.3 above have not been met;
 - (e) Condition 6.4 applies; or
 - (f) you ask us to make a payment to an account that does not accept payments using the payment systems we use for such transactions (for example, we can refuse to make a payment to an account in the UK that does not accept payments through the Faster Payments Service or through CHAPS. You may choose to use another payment method in these circumstances, e.g. cheque).
- 5.6 Unless we are not permitted to do so by an Applicable Law, we will notify you as soon as possible to tell you that we will not carry out an instruction under Condition 5.5 (we may do this through a retailer). Where your instruction involves making a payment, we will do this at the earliest opportunity and in any event no later than the end of the Banking Day after we have received your instruction. Where reasonably practicable, we will also tell you why we will not process the instruction and/or what you can do to correct any errors that caused the refusal. You can also contact us to find out why an instruction has been refused.
- 5.7 We will not be liable to you for any loss or damage suffered by you resulting in any way from a refusal to act on instructions under Condition 5.5.
- 5.8 You are responsible for cancelling any instructions and are responsible for executed transactions resulting from any such instruction which you fail to cancel in sufficient time.
- 5.9 If any person appointed to act on your behalf asks us to open an Account for you we will contact you to confirm the request.

- 5.10 Any instructions you give us to make a payment will normally be processed on the day we receive them unless you ask us to process them on a future date, then they will be processed on that date (or on the next Banking Day if the date you specify is not a Banking Day). For these purposes, any instructions you give us after the Cut-Off Time on a particular Banking Day will be treated as being 'received' by us on the next Banking Day.

6. JOINT ACCOUNTS

- 6.1 You should only open a Joint Account if you and the other Joint Account Holder(s) understand the commitments you are entering into. Each Joint Account Holder will be jointly and severally liable to repay any amounts owing to us in respect of the Account. This means that each Joint Account Holder is separately responsible, and together you are jointly responsible, for all and any amounts owing on the Joint Account. This is the case even if only one of you has put money into the Joint Account or if only one of you has taken money out of the Joint Account.
- 6.2 Unless we say otherwise in this Condition 6, any of you can give us any instructions about your Joint Accounts (including to change your contact preferences and to apply for new products and services), and we will follow these instructions, apart from some exceptions stated in Condition 5. You can change this by asking us to contact a specific person or, if you live at separate addresses, you can ask us to send statements or other messages (or both) on your Account to each of you.
- 6.3 If your Joint Account is an Account for executors, administrators, personal representatives, a trust, a pension scheme, a club, a society or an unincorporated association, we require all instructions to be given to us in relation to your Account by all Joint Account Holders jointly, unless we agree otherwise. For all other types of Joint Account, unless you instruct us otherwise, each Joint Account Holder:
- (a) can withdraw all the funds without reference to the other(s). (If you do instruct us that a Joint Account Holder cannot withdraw all (or any) of the funds without reference to the other(s), no Cards will be issued in connection with the Joint Account); and
 - (b) is allowed to operate the Joint Account on their own. If an additional Joint Account is requested, we will contact all Joint Account Holders to confirm the request.
- 6.4 If there is a dispute between you that we know about, we may suspend or withhold payments or block a Joint Account and/or insist that you all jointly give us instructions so that you have all consented to what you are asking us to do. While an Account is blocked it means that any payments, transfers or withdrawals will be suspended, including those made via Cards.
- 6.5 If one of you dies, the survivor(s) may continue to operate the Account. If there is more than one survivor, everything we have said above about how we contact you and how you operate the Joint Account will still apply to the remaining Account Holders.
- 6.6 In the event notice is received to close a Joint Account, we may contact all Joint Account Holders confirming the instructions to close the Joint Account before closing the Joint Account.

7. POWER OF ATTORNEY

- 7.1 Where you grant someone Power of Attorney over any of your Accounts you must provide us with the information we request to enable us to grant them access to your Account. After receiving the completed form together with all required documents, we will set up a Power of Attorney on your Account within ten Banking Days.
- 7.2 Once we have set up the Power of Attorney, we will write to both you and your attorney to confirm that they may then instruct us in the following ways:
- (a) using a Card (if we are requested to issue one);
 - (b) using telephone or internet banking, or any other electronic means of access we offer you;
 - (c) in person in a branch; or
 - (d) in writing (for example, a cheque).
- 7.3 It will be possible to use any Card provided to make ATM transactions. Details will be provided in the User Guide provided to the attorney.
- 7.4 We will not provide the attorney with their own cheque book or Bank Giro Credit Slips; however, the attorney will be able to use those of the Account Holder.

8. DORMANT, INACTIVE AND LOST ACCOUNTS

- 8.1 If there have been no transactions on your current account(s) other than transactions initiated by us, and we have not heard from you, for a period of two years, we will write to you at your Notified Address. If you respond indicating you wish your Account or Accounts to remain open, we will continue to treat your Account or Accounts as open.
- 8.2 If we receive no reply to the enquiry after a period of 28 days, or having had previous correspondence returned as undelivered at your last known Notified Address, we will classify your Account or Accounts as inactive and will block all deposits and withdrawals and, in order to protect your privacy, will stop sending you information relating to your account.
- 8.3 Hampden & Co is not a member of 'mylostaccount.org' at this time although this may change. If there have been no payments into or out of the account for 15 years and Hampden & Co has been unable to contact you for this length of time, Hampden & Co may pass the funds to the Reclaim Fund Ltd. This is a body set up by the Government to benefit good causes. In this event your funds will be made available to you by contacting the Bank.

9. PAYING MONEY INTO YOUR ACCOUNT

- 9.1 You may pay into your Account cash and all other payments directly payable to you in accordance with the provisions of this Condition 9.
- 9.2 You should not send cash through the post. All cheques and other payments sent through the post must be crossed and marked 'Account Payee' and must be made payable to you.
- 9.3 We will not accept a cheque or other payment payable to a third party.
- 9.4 Payments made into your Account will be added to your balance as follows:
- (a) Cash
- (i) You may only make cash deposits in sterling. If you deposit cash in sterling at a branch of Hampden & Co during a Banking Day, your Account will immediately be credited by the amount of cash lodged.
 - (ii) Cash deposits are available for you to use, and we start paying interest on them (if interest is payable), as soon as they are credited to your Account.
 - (iii) We may not be able to accept cash deposits in all our branches. Details of how you can make cash deposits can be found in your User Guide.
- (b) Cheques
- (i) If a cheque is in sterling, drawn on a UK clearing bank or UK branch of Hampden & Co and the cheque is deposited before the relevant Cut-Off Time over the counter at a UK branch of Hampden & Co in the UK then:
 - (1) If your cheque is cleared using the existing paper-based clearing (which is being phased out and will cease by the end of 2018):
 - you will start to receive interest (if interest is payable) on the money on the second Banking Day after deposit;
 - the funds are available for you to use after four whole Banking Days after deposit; and
 - subject to Conditions 9.4(b)(iv) and 9.4(b)(v), the funds are cleared and cannot be reclaimed by us from the seventh Banking Day after deposit; or
 - (2) If your cheque is cleared using the Image Clearing System (which is being introduced and will be fully operational by the end of 2018):
 - you will start to receive interest (if interest is payable) on the money on the first Banking Day after deposit;
 - the funds are available for you to use by the end of the first Banking Day after deposit; and
 - subject to Conditions 9.4(b)(iv) and 9.4(b)(v), the funds are cleared and cannot be reclaimed by us from the end of the first Banking Day after deposit.
 - (ii) For sterling cheques received after the relevant Cut-Off Time an extra Banking Day will be added to each time period in the timescale in Condition 9.4(b)(i).
 - (iii) For sterling cheques sent to us by post, the timescales under Condition 9.4(b)(i) above will apply from the Banking Day that we receive your cheque.
 - (iv) If at any time before the funds clear, a cheque which is paid into the Account is returned unpaid by the issuing bank, the amount will be deducted from your Account, even if this causes you to go overdrawn (or further overdrawn).
 - (v) If at any time, a cheque which is paid into your Account is returned unpaid for reasons related to fraud, the amount of the cheque will be deducted from your Account, even if this causes you to go overdrawn (or further overdrawn).
 - (vi) For foreign currency cheques, the clearance time will be longer than for sterling cheques. Details of clearance times for foreign currency cheques can be found in your User Guide.
 - (vii) We may, without prior notice, reverse amounts credited to the Account where cheques or other negotiable instruments previously credited to the Account are returned unpaid before the funds are cleared in accordance with Condition 9.4(b)(i) even if this causes you to go overdrawn (or further overdrawn).
 - (viii) Details of how you can make deposits by cheque can be found in your User Guide.

- (c) Other payments
 - (i) Deposits made into the Account from Standing Orders and external transfers or by telephone will be added to your Account when we receive cleared funds. This includes receiving money from outside the UK. The funds are available for you to use as soon as we add them to your Account and we pay interest on them (if interest is payable) from the Banking Day on which they are credited to your Account.
 - (ii) Where you instruct us to make a transfer between your Accounts, we will make the transfer as soon as we receive your instruction, in accordance with the terms of this Agreement. Funds will be available for you to use in your receiving Account as soon as we make the transfer and we pay interest on them (if interest is payable) from the Banking Day on which they are credited to your Account.

10. PAYMENTS OUT OF YOUR ACCOUNT

- 10.1 If you have sufficient Available Balance in your Account, you may make payments (including cash withdrawals, funds transfers and Direct Debits or other regular payments) from your Account. Payments out of your Account are subject to daily limits and to the Account Specific Terms and Conditions. We will tell you in the User Guide how you can withdraw cash from your Account(s).
- 10.2 If you ask us to make a payment to another account you must give us any information we ask for including the 'unique identifier' that we need in order to identify the recipient. The unique identifier will be the account number and sort code for the account (sending money within the UK) and the International Bank Account Number (IBAN) (sending money outside the UK). We require this information to process your instruction. It is important that you provide us with the right unique identifier (we will not, for example, check that it is correct against the name of the recipient). If you provide us with the wrong details we may not be able to process your payment instruction in accordance with your instructions. We will not be liable for any loss, delay, interruption or errors in transmission of payment that this causes which are not due to any wrongful act or omission on our part.
- 10.3 We may apply financial and other limits to payments made using a Payment Instrument. We will tell you what these limits are in the User Guide and may change them by giving you notice in accordance with Condition 29, unless we reasonably suspect fraudulent or other criminal activity, in which case we can change our limits at any point without prior notice.
- 10.4 If you make withdrawals or payments from your Account using a Card, we will deduct the amount from your Available Balance at the time it is deducted from your Account. Some instructions issued by Card (through a third party, for example) may not reach us as quickly as instructions you give to us directly. This means that you must ensure that you continue to have sufficient funds available in your Account for any payment instruction you give us using a Card.
- 10.5 If you ask us to make a payment in sterling (apart from certain regular payments such as Direct Debits) to a person with an account at a bank in the UK we will use:
- (a) the Faster Payments Service if the payment is for less than £100,000; or
 - (b) CHAPS if the payment is for £100,000 or more.
- 10.6 When you make payments in an EEA currency to another person in the EEA, we will make sure that the payment reaches that other person's bank no later than:
- (a) one Banking Day after we received the instruction, provided the payment is:
 - (i) in sterling or euros and to an account with a bank in the UK; or
 - (ii) in euros to a bank in another country within the EEA; and
 - (b) four Banking Days after we received the instruction in all other cases.
- If the payment order under (a) is given to us on paper, the transfer may take an extra Banking Day.

- 10.7 If you make payments to an account at a bank that is not in the EEA or in a currency that is not an EEA currency, we will tell you when the other bank should receive the funds. This does not mean that the funds will be credited to the other person's account on that day as this will depend on the bank concerned.
- 10.8 We assume no responsibility or liability for the value given to funds by a recipient's bank provided that we debited the correct account and executed the payment correctly. If we debited the wrong account or executed the payment incorrectly, we are only responsible or liable for your loss to the extent it is directly caused by this mistake.
- 10.9 You must not draw against, and we will not be obliged to make payment against, a payment which has not been cleared. Special rules apply to using funds paid in by cheque (see Condition 9.4(b)).
- 10.10 We may, at our discretion, request you to undertake additional security procedures when you try to make a payment or withdrawal if the amount exceeds any limit that we set for security purposes.
- 10.11 From 13 January 2018 the Payment Services Regulations introduced Third Party Providers (TPPs), who can access information on your Account and make payments for you from your Account, provided you have given them your explicit consent. If you are thinking of using a TPP you can check with the FCA whether they are authorised before you use them, or contact your Private Banker.

11. CHANGING OR CANCELLING PAYMENT INSTRUCTIONS

- 11.1 The position for changing or cancelling payment orders is as follows:
- (a) immediate payments: we cannot change or cancel a payment instruction given by telephone or electronically because we start processing it when we receive it. We cannot cancel a payment made using a Card once you have given your consent to make the payment to a third party. This can only be done with the consent of the third party; and
 - (b) future payments (including payments by Standing Order and Direct Debit): you can instruct us to cancel these on or before the last Banking Day (subject to our Cut-Off Times) before the date on which the payment was due to be made. Where you have instructed a third party to make future payments using your Debit Card or Charge Card, you can cancel these future payments by contacting either us or the third party.

12. REFUNDS

In certain cases you may be entitled to ask us for a refund where a transaction has not been correctly executed. These are set out below:

- 12.1 Refunds for payments made within the EEA
- (a) If you ask us to make a payment in any currency to an account at another bank in the EEA and that bank says it did not receive the payment, we will refund the amount of the payment and return your Account to the position it would have been in if the payment had not been made, except in the following cases:
 - (i) there was a mistake in any of the details contained in the instruction you gave us that are needed to identify the recipient. If this is the case, we will make reasonable efforts to recover the funds, and will charge you a reasonable amount to cover our costs in doing so. We will tell you the amount of the additional charge before we take the action; or
 - (ii) we can show that the payment was received by the other person's bank. In this case, that bank is required by law to make the payment immediately to that person.
 - (b) Where the payment was initiated by a third party (for example, if you have given your Debit Card details to a third party in the EEA in order to make a payment), you can ask us to refund a payment if the following conditions are satisfied:

- (i) the authorisation you gave did not specify the exact amount to be paid;
 - (ii) the amount that has been requested was more than you could reasonably have expected to pay, based on the circumstances, including your previous spending patterns; and
 - (iii) you make the refund request within eight weeks of the date when the payment was made from your Account.
- (c) If you ask us to make a refund under Condition 12.1(b) we may ask you to provide us with additional information if that information is reasonably necessary to determine whether you are entitled to a refund. You may also find it helpful to contact the person to whom the payment was made. We will either refund you the payment within ten Banking Days of receiving your request, or of receiving any further information we have requested, or we will inform you of our reasons for refusing the refund.

12.2 Other refunds

- (a) If you have set up Direct Debits on your Account, you may be able to claim refunds under the Direct Debit guarantee (set out on the Direct Debit form).
- (b) If you ask us to make a payment to an account at a bank outside the EEA and the payment is not received by that bank because of an error by us, we will refund the amount of the payment and return your Account to the position it would have been in if the payment had not been made.

12.3 General conditions for refunds

- (a) You must notify us as soon as you are aware that a transaction may have been incorrectly executed.
- (b) You must provide us with any information about the transaction that we reasonably request, so that we can investigate and, if necessary, trace the funds.

13. CHEQUES

- 13.1 We will tell you if you can use cheques to make payments from your Account.
- 13.2 Unless we agree otherwise, you must write your cheques in the currency of the Account using one of the cheque forms we have supplied to you. If you want to write a cheque in currency other than the currency of your Account please contact your Private Banker.
- 13.3 You must write, date and sign cheques in ink. You must not write a cheque for more than your Available Balance. You must sign all amendments.
- 13.4 We may refuse to pay cheques where the cheque date is more than six months prior to the date the cheque is presented for payment, or where the cheque is dated with a date in the future.
- 13.5 You must not write a future date on a cheque. If you do, and the cheque is presented for payment before that date, it may be paid immediately or returned unpaid. In either case, we will not be liable to you.
- 13.6 If you want us to cancel a cheque you have written, you must immediately request us to do so. This process is known as cancelling a cheque.
- 13.7 We shall use all reasonable endeavours to cancel a cheque but will not be liable to you in any circumstances for any failure to cancel a cheque or other payment following your request, unless we are responsible for the failure.
- 13.8 The cheque book remains our property at all times and we may require you to return it to us in the event that you or we close your account. In the event of fraud, other crimes or misuse, the facility may be withdrawn immediately.

14. STANDING ORDERS/DIRECT DEBITS

Standing Orders and Direct Debits are only available with current accounts. The use of Direct Debits or Standing Orders in connection with an Account is permitted unless the Account Specific Terms and Conditions state otherwise. You must allow us five Banking Days from the date we receive your instructions to set up a new Standing Order from your Account.

15. OVERDRAFTS

- 15.1 An overdraft may be available on request and will be granted only if you satisfy our criteria. You are responsible for contacting us in advance to arrange an overdraft facility if you believe that your Account is likely to become overdrawn. Individual terms may then be agreed between us as to the arranged overdraft limit and duration. An overdraft agreed in advance is known as an arranged overdraft.
- 15.2 If you do not contact us in advance before becoming overdrawn, or exceeding your arranged overdraft limit, we have the option of either refusing a payment due to lack of funds or establishing an unarranged overdraft by allowing a payment despite lack of funds. An unarranged overdraft will usually incur higher charges and debit interest rates than an arranged overdraft.
- 15.3 All overdrafts (whether arranged or unarranged) are repayable on demand.
- 15.4 Unless we have agreed otherwise, a fee may be applicable and interest will be charged at the applicable arranged or unarranged overdraft rate on the overdrawn balance on the Account and charged monthly to the Account. We will notify you of how much interest we will charge you by sending you a pre-notification of interest at least 14 days before we charge your Account.
- 15.5 We may, at any time, withdraw your right to overdraw the Account and/or require you to repay or reduce the amount of your overdraft.
- 15.6 Full details of current charges and interest rates are set out in the Banking Charges Tariff.

16. FEES AND CHARGES

- 16.1 We may charge, and you will be liable to pay, any fees and charges due from time to time as a result of the administration of your Account. These will be deducted from the balance on your Account. Any unpaid fees or charges will be a debt due from you to us.
- 16.2 Details of our fees and charges for the day-to-day running of your Account will be given at the time you open an Account. Further copies are available on request.
- 16.3 We may debit your Account with any interest, fees, charges or other costs, even if this causes you to go overdrawn (or further overdrawn).
- 16.4 We will tell you the fees and charges for any other service or account before we provide you with that service or account, and when you ask.
- 16.5 Any changes to fees and charges will be notified to you in accordance with this Agreement.
- 16.6 We may receive remuneration and commission from, or share charges with, third parties in connection with transactions carried out on your behalf. Details of such remuneration or sharing arrangements will be made available to you on request.
- 16.7 Levels of fees and charges are shown in the Banking Charges Tariff. This provides the following information:
 - (a) current account charges;
 - (b) charges for standard account services;
 - (c) temporary overdraft interest rates; and
 - (d) charges for other services such as certain funds transfers and transactions involving foreign currency.

17. STATEMENTS

- 17.1 We will provide information about all amounts added to or taken from your Account (including details of any interest payable, any charges made and exchange rates used) to you via a paper statement, through internet banking (under a separate notification), in person in a branch or via telephone. Any such information we provide you with orally will also be available in writing if you ask us. Alternatively, this information can be provided in Braille, large print or audio upon request. You can find out about what day we will send or make your statement available to you by asking in your branch or calling us. Paper statements may be available to you through internet banking. Please see the User Guide for details.
- 17.2 You must carefully check all transaction information and inform us as soon as possible if you find that any item seems to be in any way incorrect.
- 17.3 If the Account is a Joint Account, we will send or make available statements addressed to all parties to the Account to the address of the first-named Joint Account Holder only unless there is a legal reason we have to write to all Account Holders. For example, we are required to send statements relating to an overdraft to all Account Holders unless you have authorised us not to in the application form.

18. INTEREST ON CREDIT BALANCES

- 18.1 When you open an Account, we will give you information on the interest rates which apply to your Account. You can find out about our current interest rates at any time from our Credit Interest Rates Sheet, from our website, by asking in branch or calling your Private Banker.
- 18.2 Unless we tell you otherwise in your Account Specific Terms and Conditions:
- (a) interest will be calculated daily on the cleared credit balance; and
 - (b) interest will be applied to your Account and compounded on a monthly basis, in arrears, on the last Banking Day of each calendar month and on the date you close your account (or, where this does not fall on a Banking Day, the next Banking Day).

19. TAX

- 19.1 Interest payments are calculated on a gross basis and paid without deduction of tax.
- 19.2 The amount of tax you need to pay under UK law will depend on your individual financial circumstances and may change in future. If you have any questions about your tax position, you should contact your independent tax adviser.
- 19.3 Where required by Applicable Law, information regarding you and your Account may be reported to tax Authorities in the UK or other jurisdictions. If you are not an individual, we may also have to report information about any natural persons who are treated for certain tax purposes as exercising control over or having a substantial ownership interest in you.

20. FOREIGN CURRENCY

- 20.1 Where you instruct us to make or receive payments from or to your Account in a currency other than the currency of your account, we will:
- (a) convert your payment into the currency using the reference exchange rate identified in our Banking Charges Tariff on the date we process the transaction; and
 - (b) issue you with a transaction advice covering details of that transaction.
- 20.2 If you use a Debit Card to make payments or withdrawals in a currency other than the currency of the Account, the amount of the transaction will be converted into the currency of your Account, using the MasterCard exchange rate on the date MasterCard processes the transaction and a percentage commission which we set on the amount of the payment. This rate may not be the same as the rate that applied on the date the transaction was made, if the payment is processed by MasterCard after that date. Further details can be found in our Banking Charges Tariff.

- 20.3 You may be offered a choice of payment currencies when making purchases or withdrawals. If you select a currency other than the currency of your account, the payment will be charged to your Account in your chosen currency (and we will only receive details of the amount in that currency). The exchange rates in this case are set by merchants and ATM operators and not by us. Please note that if your chosen currency is different from the currency of your Account, we will convert this amount using the process set out in Conditions 20.1 and 20.2 above.
- 20.4 You can find out about relevant exchange rates at any time (including the actual rates used to convert any foreign currency transaction) by contacting us. Fees and commission rates for foreign currency transactions are set out in our Banking Charges Tariff.

21. PAYMENT INSTRUMENTS

- 21.1 Payment Instruments (such as a Card) cannot be held jointly. We will issue separate Payment Instruments to each Account Holder for Joint Accounts where you ask us to do so.
- 21.2 Unless we tell you otherwise, we will only issue a Payment Instrument to someone other than an Account Holder with the consent of the Account Holder (or each Account Holder in the case of Joint Accounts).
- 21.3 Where you are provided with a Debit Card in relation to your Account, you may use it to make purchases from retailers or suppliers of services who display the MasterCard logo subject to local laws. This can either be a Debit Card payment in pounds or a Debit Card payment in a foreign currency.
- 21.4 We will not be liable if any retailer, supplier of services or cash machine does not accept your Payment Instrument.
- 21.5 The right to withdraw cash is subject not only to the laws and regulations of the UK (cash withdrawal in pounds in the UK) but also to the Applicable Law of the country in which the withdrawal is requested (cash withdrawal in foreign currency outside the UK).
- 21.6 You will be responsible for any fees which another institution may charge you for the use of their cash machine.
- 21.7 Your Payment Instrument must not be used for activities that would be a breach of Applicable Law.
- 21.8 We may stop or suspend the use of a Payment Instrument, if we reasonably consider it necessary:
- (a) to protect the security of the Payment Instrument;
 - (b) because we suspect that there may be unauthorised or fraudulent use of the Payment Instrument; or
 - (c) because we reasonably believe that there is a significantly increased risk that you will be unable to repay your overdraft (if you have one).
- 21.9 If we stop or suspend the use of a Payment Instrument we have given you, such as a Card, we may require you to return it to us.
- 21.10 Unless Applicable Law prevents us from doing so, we will notify you when we stop or suspend a Payment Instrument, and the reasons we are doing so. Where possible, we will do so before taking that action. You can also contact us to find out why we have stopped or suspended a Payment Instrument.

22. PROTECTING YOUR ACCOUNT

- 22.1 You must take reasonable care to ensure that you and any other person with authorised access to your Account, keep all Payment Instruments and cheque books secure, and not allow anyone else to use them.
- 22.2 You should:
- (a) keep your Security Details, passwords, PIN details and any Internet Banking details secure and not divulge them to anyone else. We recommend you don't retain your PIN advice slip and don't record this or other Security Details in a way which would be understood or used by someone else;
 - (b) don't allow anyone else to use your Card or Security Details, even a Joint Account Holder;
 - (c) sign cards as soon as you receive them and destroy old cards; and
 - (d) destroy any unused cheques or paying-in slips from old books that you do not intend to use in the future.
- 22.3 You and any Joint Account Holder must keep any Security Details secret at all times.
- 22.4 If you suspect that your Payment Instrument or cheque book is lost or stolen or liable to misuse or if you suspect that someone else knows your PIN, Account passwords or other security information you must contact us via telephone as soon as possible using the contact details we have provided. If you believe there have been unauthorised or incorrectly executed transactions on your Account, you must stop using the Payment Instrument and contact us immediately. Our contact details are:
- (1) during business hours at any of our branches (Edinburgh 0131 226 7300; London 020 3841 9922) or the number of your Private Banker.
 - (2) the contact number on the back of your Card (Card Centre 0345 601 1107 (from abroad +44 345 601 1107)).
 - (3) on our website under "contact us" – www.hampdenandco.com/contact
- 22.5 We will cancel your Payment Instrument or block your Account when you notify us of the loss, theft, misappropriation or unauthorised use.
- 22.6 We are not responsible for any claim for unauthorised or incorrectly executed transactions unless you notify us in accordance with Condition 22.4. In the event that you lose your Payment Instrument, or it is stolen or misappropriated, you remain liable for any use of your Payment Instrument until you notify us under Condition 22.4. You will only be liable up to a maximum of £35 (or currency equivalent) for transactions based on the use of that Payment Instrument that you did not authorise yourself, regardless of how many transactions there are. However, if your Payment Instrument has been used by a person who acquired possession of it with your consent, or you have deliberately or very carelessly failed to keep the personalised security features of your Payment Instrument or your Account safe, you will remain liable for the full amount of these transactions and the £35 limit will not apply.
- 22.7 You must notify us as soon as you are aware that a transaction may have been unauthorised or incorrectly executed and in any event no later than 13 months after the transaction date, unless we have failed to make available information on the transaction as required by law. It is important that you regularly check your transaction history to ensure any unauthorised or incorrectly executed transactions are identified and notified to us at the earliest possible opportunity.
- 22.8 Where you dispute a transaction, we will refund the amount of the payment immediately unless we have evidence that appears to show that you did authorise the transaction. Where applicable, we will restore your Account to the position it would have been in had the disputed transaction not taken place. We may investigate your claim and, if we refund the amount of the payment to you and following an investigation we determine that the transaction was authorised, we will reverse the refund. We will notify you before we do this.
- 22.9 If your Card expires, or is reported as lost or stolen or subject to misuse, we may (at our discretion) provide you with a new Card.

- 22.10 Examples of where you may have acted deliberately or very carelessly failed to keep the personalised security features of your Payment Instrument or your Account safe include:
- (a) if you do not keep your PIN safe;
 - (b) if you keep your PIN with your Card; or
 - (c) if you do not tell us quickly once you become aware of any unauthorised use of your Card.
- 22.11 Unless you have acted fraudulently, you will not be liable for any transactions on your Payment Instrument or your Account based on the unauthorised use of that Payment Instrument in the following cases:
- (a) once you have notified us of the loss, theft, misappropriation or unauthorised use of your Payment Instrument or of your Account;
 - (b) if we have failed at any time to provide the means for making that notification; or
 - (c) where your Payment Instrument has been used to make a transaction other than a face-to-face transaction (for example, to purchase something over the telephone or online).
- 22.12 Where you have acted fraudulently you will be liable for all losses incurred, including any losses we suffer.
- 22.13 If your Payment Instrument or cheque book is found or recovered after it was reported lost or stolen you must not use it and you must securely destroy such items.
- 22.14 If we suspect that a Payment Instrument is lost, stolen or liable to misuse then we may give information to the police. You must co-operate with us and the police to help recover the Payment Instrument and prevent any losses.
- 22.15 In the event of suspected or actual fraud or security threats on your Account(s), we will contact you using your preferred method of contact as held on our records. This could be by telephone, mobile telephone or email. If you would like to check or update your preferred method of contact, please advise your Private Banker.
- 22.16 You are not prevented from sharing your security information with a TPP where they need this information to provide their services, however please be aware that if you give a TPP permission to access your Account we are not responsible for what they may do, and they will be able to see and do anything that you can do on your Account.
- 22.17 We may deny access to a TPP when we suspect, for reasonably justified and duly evidenced reasons, that there has been or will be unauthorised or fraudulent access to your Account by that TPP. We will attempt to contact you if we intend to deny access to a TPP and will restore access to that TPP as soon as the reasons for denying access no longer exist.

23. SET-OFF

- 23.1 We may apply any credit balance on any Account you maintain with us (whether as a sole Account Holder or Joint Account Holder) to reduce or repay any money you owe to us on any other Accounts (including accounts in different currencies) that you hold with us where such accounts are held in the same name(s) (whether as a sole Account Holder or Joint Account Holder). This means that we can apply:
- (a) amounts you hold in a sole account against a debt you owe us in another sole account or Joint Account held in your name; and
 - (b) amounts you hold in a Joint Account against a debt you owe us in a Joint Account held in the same names.

We will only ever do this if the money you owe is immediately repayable or if we need it to pay tax on your behalf. We are not obliged to exercise this right but will notify you at least 14 days before we propose to do so.

23.2 We may, at our discretion, make use of cleared funds in any other Account at any time held by you with us to avoid the Available Balance being exceeded. In these circumstances, we will make reasonable efforts to contact you to inform you of this. However, we will not be liable for any consequences of not using cleared funds in another Account in this way.

24. CLOSING AND CONVERTING YOUR ACCOUNT

24.1 Closure by us

- (a) We can close your Account immediately by giving you notice (unless we are not permitted to notify you) if:
 - (i) you are in repeated or serious breach of this Agreement;
 - (ii) we reasonably suspect that you have given us false information;
 - (iii) we reasonably suspect that your Account is being used for an illegal purpose;
 - (iv) you behave in an abusive or threatening manner towards our staff;
 - (v) we reasonably believe you no longer have a residence in the United Kingdom;
 - (vi) we reasonably determine you were not or are no longer eligible to hold your Account;
 - (vii) we need to close your Account in order to comply with Applicable Law;
 - (viii) a petition for bankruptcy or sequestration is presented against you; or
 - (ix) our Agreement with you is cancelled or terminated.
- (b) We can close your Account at any time by giving you not less than two months' personal notice. In the event of such closure we will return any amount we owe you at your Notified Address or transfer the funds to another bank account in the United Kingdom, after deduction of any Withholding Tax, interest, charges and fees due, or funds, required to be made by Applicable Law. The Account will then be closed without any further contact with you.
- (c) Where we provide you with a fixed interest period on your Account and we provide you with two months' personal notice that we are going to close your account under Condition 24.1(b), we will not close your Account until the expiry of that fixed interest period.
- (d) If we discontinue an account that you have with us, we may close your Account by giving you two months' personal notice. If we do this we will offer you a suitable alternative account if there is one and, if you do not give us instructions to the contrary, we will transfer the funds to that account when we close your Account.

24.2 Closure by you

- (a) You may close your Account for any reason without charge, and we will repay to you any existing credit balances on your Account at the date of closure, provided that:
 - (i) you inform us by giving at least seven Banking Days' notice in writing that you wish to close your Account;
 - (ii) you destroy all cheques and Payment Instruments issued to you;
 - (iii) you repay any money you owe to us including the amount of any cheques, card transactions or other payment instructions you have made and any charges or interest incurred which we have not taken out of your Account;
 - (iv) if the Account in question is a current account, you repay any money you owe on any loan linked to that Account; and
 - (v) the Account Specific Terms and Conditions of your Account permit you to do so.
- (b) After receiving notice to close the Account, we will cancel any Standing Orders and Direct Debit instructions on your Account.
- (c) If you are switching to a new account with a different bank it is the responsibility of your new service provider to inform the payees of the change. We will not be liable to you or any third party for any losses arising from cancelling any Standing Order or Direct Debit in such circumstances.

- (d) If you instruct us to close a deposit account for which you are required to give us notice to withdraw the money held in that account, or which is a term deposit, and you seek to close that account during that notice period or term, we will maintain a current account in your name in the same currency as your deposit account for the remainder of your notice period or term. This is to ensure we can pay you the money in your deposit account at the end of the relevant notice period or term. We will waive any charges that may apply to this current account (if any) for this period and, following payment of the amount in question into the current account from your deposit account, we will repay you the money and close both accounts.

24.3 General

If you have paid a fee for your Account or for any payment service in advance, we will refund any unused part of that fee on termination for any reason.

25. ACCOUNT CONDITIONS

- 25.1 You acknowledge that you are solely responsible for obtaining appropriate independent tax advice regarding any transactions that you enter into relating to the Account. Nothing in this Agreement constitutes advice relating to tax.
- 25.2 If you have a personal current account or personal deposit account, you must use your Account for personal use only.
- 25.3 If you live outside the UK and we have agreed you can still hold an Account with us you should ensure that having an Account complies with any Applicable Law or rules which apply where you live, including any tax, foreign exchange or capital controls, and for all payment, reporting or filing requirements that may apply as a result of your country of citizenship, domicile or residence.
- 25.4 You must provide us with such information as we may reasonably require from time to time, and must update that information as we reasonably require from time to time, to enable us to comply with any Applicable Law.
- 25.5 You must contact us immediately, or at the latest within 30 days, if at any time in the future there is an important change to information you have previously provided to us, including any personal details or tax status (including your citizenship, residency, ownership or control).
- 25.6 You are responsible for ensuring that the information you provide to us is accurate and up-to-date. We shall have no responsibility to you if any information we hold about you is or becomes inaccurate or incomplete because you have given us inaccurate or incomplete information, or failed to tell us about any important changes to that information.

26. INTERNET BANKING

If we provide you with an internet banking service we will do so on additional terms and conditions that will be provided to you when we first offer you this service.

27. MONITORING AND RECORDING

To ensure that your instructions are carried out accurately, to help continually improve the service and in the interests of security, we may monitor and/or record telephone and video conference calls with you. In the interest of security we may use CCTV recording equipment in and around our premises. All recordings are our sole property.

28. ASSIGNMENT

- 28.1 We may assign or transfer (including by declaration of trust) all or any part of our rights and/or obligations under this Agreement to a third party (such as a bank or financial institution) (a **'third party transferee'**) without your consent. For example, we may assign the interest in this Agreement with the sole intention being that the third party transferee can benefit from the income.
- 28.2 We will only assign or transfer if, in our reasonable opinion:
- (a) the third party transferee to whom we make the transfer is capable of performing our obligations under this Agreement; and
 - (b) the way in which you are treated under this Agreement will not be affected in an important way by, or following, that transfer.
- 28.3 We may share information about you with a prospective third party transferee or person providing funding (to us or to the prospective third party transferee), regardless of whether we actually assign or transfer all or any of our rights and/or obligations to such transferee or the funding is actually provided.
- 28.4 Where we assign or transfer (including by declaration of trust) all or any part of our rights and/or obligations under this Agreement to a third party transferee, references in this Agreement to 'we', 'us' and 'our' shall be references to that third party transferee (for all or the relevant part, as applicable).
- 28.5 You may not assign or transfer all or any part of your rights or liabilities under this Agreement to any other person.

29. MAKING CHANGES TO THIS AGREEMENT

- 29.1 Changes to interest rates
- (a) We will not change a fixed rate for the period that we have agreed to fix it.
 - (b) We will change a tracker rate automatically in line with changes to the reference rate that it tracks. (A 'reference rate' is a rate which is not set by us and is publicly available so that you can find out what it is and check it independently. Examples are the Bank of England Bank Rate and a rate which is based on a basket of rates offered by other banks or lenders.)
 - (c) Where we change a tracker rate under this Condition 29.1, we will:
 - (i) make the change either immediately after the reference rate has changed, or within a set number of days, or on a particular day in the month, for example the first Banking Day of the following month, and we will tell you this and identify the reference rate in the Account Specific Terms and Conditions for the Account; and
 - (ii) when the rate changes, make the new rate available on our website, in branches and through internet banking within three Banking Days of the change.
 - (d) If you have an interest rate that is not a fixed rate or a tracker rate, or a rate that applies to any overdraft facility we may provide, we may change that rate as a result of any actual or anticipated change to:
 - (i) any recommendation, ruling, requirement or decision of any court, ombudsman, regulator or similar body (a **'regulatory requirement'**);
 - (ii) the base rate set by any Central Bank (such as the Bank of England) where this has an impact on the cost to us of operating or providing your Account; or
 - (iii) the costs we reasonably incur in operating or providing your Account (including funding costs if relevant).
 - (e) We may also change an interest rate, other than a fixed rate or a tracker rate, or a rate that applies to any overdraft facility we may provide, for a valid reason that is not set out in this Condition 29.1.

- (f) We may also change an interest rate, other than a fixed rate or a tracker rate, or a rate that applies to any overdraft facility, in accordance with Condition 29.3(c).
- (g) Where we make a change to comply with a regulatory requirement, the change will be to reflect a fair proportion of the cost of compliance on our banking business, as reasonably estimated by us. Other changes will respond proportionately to changes in our costs. We will not change an interest rate and our charges to cover the same cost twice.
- (h) Changes to interest rates other than fixed or tracker rates may be made without notice if the change is favourable to you. We will update the information held on our website within three Banking Days of the changes. We will also send you a copy of the new Banking Charges Tariff or tell you personally by a separate written notice within 30 days. Otherwise, we will give you at least two months' personal notice of changes to an interest rate.

29.2 Changes to exchange rates

- (a) Unless we have agreed a fixed rate with you for a particular transaction, the exchange rate used to convert foreign currency payments into or out of your Account will be the reference exchange rate that we have told you will apply (or will be at a margin above or below that rate if we have told you that is the case). We may apply changes to the exchange rate immediately and without notice.
- (b) If the reference exchange rate used in foreign currency payments is set by us, we can change that reference exchange rate at any time.

29.3 Changes to other terms

- (a) Unless we agree otherwise in the Account Specific Terms and Conditions for an Account, we may change any of the General Terms and Conditions or Account Specific Terms and Conditions, including introducing new terms, for any of the following reasons:
 - (i) where we reasonably consider it will make the terms and conditions easier to understand or fairer to you or the change would not be to your disadvantage;
 - (ii) to reflect any actual or anticipated changes in the cost of providing our services to you (where the change made will reflect the change in costs to us) but we will not recover the same cost twice, for example by also changing an interest rate;
 - (iii) to take account of a regulator's requirement;
 - (iv) because of changes to Applicable Law, codes of practice or the way in which we are regulated; or
 - (v) where we consider it necessary to make reasonable changes to the way we look after your Account or provide services to you as a result of changes in:
 - (1) technology; or
 - (2) the services that we provide under this Agreement, and the change would not be to your disadvantage.
- (b) We may change our fees and charges or introduce a new fee or charge if there is a change in (or we reasonably expect that there will be a change in) our costs:
 - (i) in carrying out the activity for which the fee or charge is, or will be, made; or
 - (ii) due to a change in Applicable Law.
 Any change or new fee or charge will be a fair proportion, as reasonably estimated by us, of the impact of the underlying change on the costs we incur in our banking business.
- (c) As long as you are able to end this Agreement without charge (or we agree to waive any charge that would otherwise apply), we may change any of our terms (including the interest rate we pay you, the amount by which a tracker rate differs from a reference rate (the 'margin'), and our charges) for any reason not listed above, but we will not change a fixed rate on an Account (including any fixed bonus rate or margin) for as long as we have agreed to keep it fixed, or an interest rate on an overdraft.

29.4 Variation resulting from anticipated changes

If we make a change to any of the terms of this Agreement as a result of an anticipated change that does not happen as anticipated within a reasonable period of time, we will cancel our proposed change if we have not yet implemented it or, if we have implemented it, we will change back within a reasonable period of time.

29.5 Notifying you of changes to this Agreement

- (a) Except for changes to interest rates or exchange rates that we can make without notice (see Conditions 29.1 and 29.2), we will give you personal notice of changes at least two months in advance of such change being made.
- (b) If we are required to make changes that result from a regulator's requirement, or from changes to Applicable Law, codes of practice or the way in which we are regulated, and we are unable to give you two months' notice of the changes, we will provide you with personal notice in advance of the change as early as possible.
- (c) When we tell you about a change, we will tell you the date it comes into effect. As long as notice of a change is given to you at the most recent address we have for you, you will be treated as accepting the change on that date unless, before then, you tell us that you want to terminate your Agreement with us and not accept the change. We will not make any termination charge if you terminate your Agreement in this case.

29.6 Changes for specific regulatory requirements

The terms of this Agreement reflect our understanding of current regulatory requirements. If we find that any term is inconsistent with a regulatory requirement which is published or amended after this document is printed, we will not rely on that term but will treat it as if it did reflect the relevant regulatory requirement. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as reasonably practicable. We will update our terms and conditions to reflect the new regulatory requirement when they are next republished.

30. LIABILITY

- 30.1 We will not be liable to you for any failure to perform our obligations under this Agreement due to any abnormal and unforeseeable event outside our control where the consequences would have been unavoidable despite all our efforts to the contrary.
- 30.2 We will not be liable to you for any failure to perform our obligations under this Agreement where performance of that obligation would have put us in breach of Applicable Law.
- 30.3 We will not be liable to you in any circumstances for:
 - (a) loss of business, loss of goodwill, loss of opportunity or loss of profit; or
 - (b) any loss to you that we could not reasonably have anticipated when you gave us an instruction under this Agreement.
- 30.4 Nothing in this Agreement will exclude or limit any liability we have as a result of acting fraudulently or negligently or any liability that we are not allowed by law to exclude.

31. HOW WE USE YOUR PERSONAL INFORMATION AND WHO WE SHARE IT WITH

- 31.1 We will use and process information about you in accordance with our Privacy Statement (as amended from time to time), a copy of which has been provided to you. A copy of this document is also available on request.
- 31.2 Where money has been paid into your Account by mistake we are legally obliged to work with the payer's bank to help them recover the money. This may mean providing information about you to assist them.

32. GENERAL

- 32.1 You may have to pay other taxes or costs in relation to your Account and/or the services we provide that are not charged by us or paid through us.
- 32.2 This Agreement is in English. We will communicate information or notices under this Agreement in English.
- 32.3 The law that applies to this Agreement, and to any overdraft made available on your Account(s), will depend on the location of the address you provide to us when you enter into this Agreement ('**your address**'). If you are a personal client this address will be your main residential address. If you are a business client this address will be your registered office or principal place of business or, if you do not have a registered office or principal place of business, your principal address. Where your address is in Scotland, Scots law applies to this Agreement and to any overdraft made available on your Account. If your address is in England or elsewhere (other than Scotland), English law applies to this Agreement and to any overdraft made available on your Account. Where there is more than one Account Holder on your Account, the address that will determine the law that applies to this Agreement for the purposes of this Clause 32.3, will be the address of the first named signatory on the application form(s).
- 32.4 If you take legal proceedings against us in relation to this Agreement, the courts in which those proceedings can be heard will be based on both our location and the location of your address at the time you entered into this Agreement, as set out below:
- a) As we are domiciled in Scotland, the terms of this Agreement are subject to the jurisdiction of courts of Scotland. This means you are always able to take legal proceedings against us in the Scottish courts.
 - b) If your address is located in a jurisdiction within the European Union at the time you issue legal proceedings, the terms of this Agreement will also be subject to the courts of that jurisdiction, meaning that you are able to take legal proceedings against us in the courts of that jurisdiction. (If your address is located in the United Kingdom at the time you issue legal proceedings, the terms of this Agreement will be subject to the jurisdiction of the courts of the country within the United Kingdom in which you live. This means if you are resident in England or Wales, your competent court will be the courts of England and Wales. If you live in Scotland, the competent court will be the Scottish courts. If you live in Northern Ireland, the competent court will be the courts in Northern Ireland.)
 - c) If your address is outside the European Union at the time you issue legal proceedings, the terms of this Agreement will be also subject to the jurisdiction of the courts of England and Wales, meaning that you are able to take legal action against us in the courts of England and Wales.
- 32.5 If we take legal proceedings against you in relation to this Agreement:
- a) If your address is in a jurisdiction within European Union at the time we commence proceedings against you, we will do so in the courts of that jurisdiction; or
 - b) If your address is in a jurisdiction outside the European Union at the time we commence proceedings against you, we will be entitled to do so in the courts of England and Wales (however, this is for our benefit and we may take legal action against you in relation to this Agreement in any other applicable jurisdiction).
- 32.6 You can ask us at any time for a copy of these General Terms and Conditions, any Account Specific Terms and Conditions and any leaflets that show our rates and charges or other contractual information.

33. ABOUT US

- 33.1 Hampden & Co plc offers loans, current and deposit accounts, and other financial services to our clients. Our registered office is 9 Charlotte Square, Edinburgh EH2 4DR. Our registered number is SC386922.
- 33.2 We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 606934. To find out more about us, see the Financial Services Register: <http://www.fsa.gov.uk/register/home.do>
- 33.3 We are covered by the Financial Services Compensation Scheme and the Financial Ombudsman Service.

34. COMPLAINTS PROCEDURE

- 34.1 If you have reason to complain about us, you should contact your Private Banker or any other member of our staff in the first instance. If we have been unable to reach agreement on an acceptable solution you have the right (or, if you are a business client, you may have the right) to complain to the Financial Ombudsman. You can write to the Financial Ombudsman at the following address:

Financial Ombudsman Service
Exchange Tower
London E14 9SR

Email: complaint.info@financial-ombudsman.org.uk

Website: <http://www.financial-ombudsman.org.uk/>

You can also call the Financial Ombudsman using the following telephone numbers:

- (a) 0800 023 4 567 (calls to this number are normally free for people ringing from a 'fixed line' phone – but charges may apply if you call from a mobile phone);
- (b) 0300 123 9 123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs); or
- (c) +44 20 7964 1000 (from outside the UK).

Information about our complaints handling procedures is available on our website or on request.

35. DEPOSIT PROTECTION

- 35.1 Deposits held with Hampden & Co plc are covered by the Financial Services Compensation Scheme, the UK's deposit guarantee scheme.
- 35.2 The FSCS is governed by specific rules on compensation which determine your eligibility. A Depositor Protection Information Sheet and a list of exclusions from the Scheme will be provided to you at least annually.
- 35.3 Most depositors are entitled to claim up to the limit of protection as detailed in the Depositor Protection Information Sheet. A copy of this information sheet has already been provided to you. The limit of protection is applied to the total of any eligible deposits held with Hampden & Co plc and not to each separate account. 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, each Account Holder could claim up to a maximum amount equivalent to the limit of protection. Any deposits held above the limit of protection are unlikely to be covered.
- 35.4 For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim) please contact your Private Banker or refer to the FSCS website at www.fscs.org.uk, or call the FSCS on its Freephone number 0800 678 1100, or on 020 7741 4100, or you can contact the Scheme at: Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU.
- 35.5 Please note only compensation related queries should be directed to the FSCS.

36. DEFINITIONS

Account means a current account or deposit account (including a Term Deposit account) with Hampden & Co;

Account Holder means the client or clients in whose name the Account is held;

Account Specific Terms and Conditions means the particular additional terms and conditions that apply to a particular Account;

Allowing a payment despite lack of funds means the Account provider allows a payment to be made from the client's Account although there is not enough money in it (or it would take the client past their arranged overdraft limit);

Applicable Law means the law or regulation of any jurisdiction, domestic or foreign, or any agreement entered into with or between Authorities;

Arranged overdraft means the account provider and the client agree in advance that the client may borrow money when there is no money left in the Account. The agreement determines a maximum amount that can be borrowed, and whether fees and interest will be charged to the client;

ATM Card means a Card that enables you to access and service your Account and can be used to withdraw funds from an Automated Teller Machine (ATM);

Authority means any competent regulatory, prosecuting, tax or governmental authority in any jurisdiction, domestic or foreign;

Available Balance means the balance on your Account which can be withdrawn by you, including cleared amounts and any available overdraft facility agreed by us. It excludes any authorised amounts due to retailers for goods or services;

Banking Charges Tariff means a tariff, available upon request, which sets out the interest rates and charges applicable from time to time to Hampden & Co accounts as further described in Condition 16.7;

Banking Day means a day other than a Saturday, a Sunday or a bank holiday, on which banks are open for business in London and in Edinburgh;

Bank Giro Credit Slip means a paying-in slip found at the back of your cheque book or paying-in book that you use to make cheque or cash deposits for your Account;

Cancelling a cheque means the client asks the Account provider to cancel a cheque that the client has written;

Card means the plastic card we give you to use in connection with your Accounts (details of how you can use this Card are set out in the User Guide);

Cash withdrawal in foreign currency outside the UK means the client takes cash out of the client's account in foreign currency at a cash machine or, where available, at a bank outside the UK;

Cash withdrawal in pounds in the UK means the client takes cash out of the client's Account in pounds at a cash machine, bank or Post Office in the UK;

Charge Card means a Card that enables you to make purchases against your Charge Card Account that you pay off in full each month in accordance with Account Specific Terms and Conditions for this Card;

Credit Interest Rates Sheet means the document, available on request, containing the rate(s) of credit interest applicable to Hampden & Co accounts as further described in Condition 18.1;

Cut-Off Time means the time on a Banking Day, as set out in the User Guide, before which we must receive your payment instruction in order to process it on the same day. Different Cut-Off Times apply to different methods of giving us instructions. If we provide additional services which allow instructions to be given by other means (such as fax) we will tell you the relevant Cut-Off Times for those instructions;

Debit Card means a Card that enables you to access and service your Account, withdraw funds from an ATM and can also be used to authorise payments for goods or services to be debited from your current account;

Debit Card payment in a foreign currency means the client uses their Debit Card to make a payment in foreign currency. This can be in a shop, online or over the phone;

Debit Card payment in pounds means the client uses their Debit Card to make a payment in pounds. This can be in a shop, online or over the phone;

Depositor Protection Information Sheet means the information sheet that we provide to you, headed 'Basic Information about the protection of your eligible deposits', also available upon request, containing basic information about the protection of eligible deposits with Hampden & Co as further described in Condition 35. Changes to the Depositor Protection Information Sheet may be made by notice to you from time to time;

Direct Debit means the client permits someone else (recipient) to instruct the account provider to transfer money from the client's account to that recipient. The account provider then transfers money to the recipient on a date or dates agreed by the client and the recipient. The amount may vary;

EEA means the European Economic Area;

EEA currency means the currency of any country that is a member of the European Economic Area;

Joint Account means an Account held in the names of two or more Account Holders (such as an Account held by more than one individual, a partnership, a trust, a pensions scheme, a club, a society or other unincorporated association);

Joint Account Holders means the Account Holders in whose names a Joint Account is held;

Maintaining the Account means the account provider operates the Account for use by the client;

Notified Address means the address you have most recently notified to us to be the address for us to contact you and which must be your main residence;

Payment Instrument means something that is unique to you and which you can use to make transactions on your Account and to give us instructions. This includes a Card or other physical device, a set of procedures (such as a PIN, password, security key or biometric data), or a combination of two or more of these (such as a Card used with a PIN);

PIN means a personal identification number;

Power of Attorney means the authority you grant to someone (known as your 'attorney') to operate your Account as if he or she were you;

Privacy Statement means the document titled 'My personal data and Hampden & Co plc' that describes how we use the information you provide us with;

Receiving money from outside the UK means when money is sent to the client's Account from an account outside the UK;

Refusing a payment due to lack of funds means the Account provider refuses a payment from the client's account because there is not enough money in it (or it would take the client past their arranged overdraft limit);

Security Details means the information that we hold that allows us to identify you;

Sending money outside the UK means the Account provider transfers money, on the instruction of the client, from the client's Account to another Account outside the UK;

Sending money within the UK means the Account provider transfers money, on the instruction of the client, from the client's Account to another Account in the UK;

Standing Order means the Account provider makes regular transfers, on the instruction of the client, of a fixed amount of money from the client's account to another Account;

Third Party Provider (TPP) means one or more of:

- Payment Initiation Services – services provided by businesses that contract with online merchants to enable you to purchase goods or services through your online banking facilities, instead of using a Payment Instrument or other payment method;
- Account Information Services – businesses that provide you with an electronic ‘dashboard’ where you can view information from various payment accounts in a single place;

Unarranged overdraft means the client borrows money when there is no money left in the Account (or when the client has gone past their arranged overdraft limit) and this has not been agreed with the account provider in advance;

User Guide means the booklet entitled ‘User Guide’ that we provide to you; and

Withholding Tax means an amount for or on account of, or which represents, income tax, value added tax, tax on the sale or disposition of any property, duties, or any other amount deducted or withheld under Applicable Law.