

# *Terms and Conditions Business Accounts*

Effective from 1 April 2025

These General Terms and Conditions and any Special Terms and Conditions which apply to you, supersede any previous versions of the Terms and Conditions.

This publication is also available in Braille, in large print, on tape and on disk. Please contact us in branch, by phone, or through the website for details.

Dear Customer,

This booklet sets out the terms and conditions for Our range of business current accounts and business savings accounts. The terms and conditions set out in this booklet will apply from 1 April 2025 and supersede any previous versions.

When you are reading this booklet you will note that some sections are shaded grey. The purpose of this shading is to highlight sections which will apply differently to some customers - depending on whether or not they are “Corporate Opt-out” customers under the Payments Services Regulations 2017 (the “PSRs”). The PSRs contain provisions relating to the way in which we provide payment services to our customers and the information that must be supplied in relation to those services.

Some of the provisions of the PSRs are intended primarily to apply to consumers, micro-enterprises and small charities and the definitions of each of these are set out below. Within the PSRs, Regulations 40(7) and 63(5) (referred to as the **Corporate Opt-out**), enable us to agree to provide more limited information and to agree different rights and obligations in relation to Payment Services provided to larger corporate customers than is the case for consumers, micro-enterprises and small charities.

Consumer	“Consumer” means an individual who, in contracts for payment services to which the PSRs apply, is acting for purposes other than a trade, business or profession.
Micro - enterprise	“Micro-enterprise” means an enterprise (i.e. any person engaged in an economic activity, irrespective of legal form) which employs fewer than 10 persons (full time or equivalent) and whose annual turnover and/or annual balance sheet total does not exceed EUR 2 million or the Sterling equivalent. You must meet all criteria to be defined as a Micro-enterprise.
Charity	“Charity” means a body whose annual income is less than or equal to £1 million and is: (a) in England and Wales, a charity as defined by section 1(1) of the Charities Act 2011; (b) in Scotland, a charity as defined by section 106 of the Charities and Trustee Investment (Scotland) Act 2005; (c) in Northern Ireland, a charity as defined by section 1(1) of the Charities Act (Northern Ireland) 2008.

**If You are a Corporate Opt-out Customer**

If We have notified You that You are a Corporate Opt-out Customer then some of these Terms and Conditions will apply differently as explained in the separate Corporate Opt-out notification provided to You. To enable You to identify the Conditions that apply differently to You and to allow You to compare Your terms with those that apply to retail and small business customers, the Conditions that apply to You which are different are shaded in grey, and the differences explained. The grey shading is for ease of reference only, and is not intended to form part of this Agreement.

All Conditions that contain no shading apply to You as stated.

**If You are not a Corporate Opt-out Customer**

If We have **not** notified You that You are a Corporate Opt-out Customer the sections contained in grey shaded areas **do not** apply to You and do not form part of Your Agreement with Us.

If You have any queries in relation to the Corporate Opt-out, please contact Us.

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# Section 1

## Part 1 : General information

### IMPORTANT INFORMATION ABOUT THESE TERMS AND CONDITIONS AND HOW THEY APPLY TO YOU

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All Conditions that contain no shading apply to You as stated.

#### If You are not a Corporate Opt-out Customer

If We have **not** notified You that You are a Corporate Opt-out Customer the sections contained in grey shaded areas **do not** apply to You and do not form part of Your Agreement with Us.

If You have any queries in relation to the Corporate Opt-out, please contact Us.

These General Terms and Conditions are written and available only in English and We undertake to communicate with You in English.

Make sure You read and understand these General Terms and Conditions and any Special Terms and Conditions for Your Account or Service before opening an Account.

#### Good Banking

We comply with the FCA's requirements to pay due regard to customers' interests, to treat customers fairly, and to act to deliver good outcomes to Our retail customers.

#### Payment Services

We provide a range of payment services including

- enabling cash lodgements and withdrawals;
- processing electronic payments such as standing orders, direct debits and online banking payments; and
- enabling debit card payments

Not all payment services are available on all accounts. You need to check the terms and conditions for your account for more information. Where we provide you with a payment service you explicitly consent to us accessing, processing and retaining personal data for the purposes of provision of the payment service.

#### What should You do if You want a copy of Your agreement

You can request a copy of Your agreement at any time by contacting Us in one of the ways set out in this Part 1. We can provide this on paper, or alternative formats, free of charge.

### What should You do if You have a dispute relating to Your Account?

If you are not happy with any part of our service, please ask us for a copy of our leaflet 'Putting things right for you - Business Customers' or visit our website. We aim to deal with complaints in a way our customers are satisfied with.

If you have followed our published complaint procedures and you disagree with the response we have given, you may be able to refer the matter to the Financial Ombudsman Service. Details are available from us or from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

You will also be able to contact the Financial Conduct Authority (FCA) or the Payment Systems Regulator (PSR) if you think that we have broken the Payment Services Regulations 2017.

The FCA and the PSR will use this information to inform their regulatory activities. More information can be found at <https://www.psr.org.uk/media/b53p0ogw/psr-psd2-approach-factsheet-sep-2017.pdf>

### What should you do if you want to appeal against a decision to refuse to grant you credit?

As part of our commitment to the Better Business Finance initiative we operates a formal appeals process where an application for credit or finance has been declined. There will be occasions when we say 'no' to a credit application but where this is the case then you can appeal the decision.

In general terms you will be eligible if your business turnover is £25 million or less (or in the case of a group of companies the group turnover is £25 million or less).

An appeal must be raised by using the template found at the appeals section of the Better Business Finance website ([betterbusinessfinance.co.uk/appeal](http://betterbusinessfinance.co.uk/appeal)) within 30 days of the decline being advised to you. There are cases when the appeal will not be considered and you can find more information on exclusions on the Better Business Finance website.

The decision will initially be reviewed by an individual who has not been involved with the original application and decision. The process will also be overviewed by an independent body who will ensure that the appeals process has been adhered to.

### If You are declined for credit

If You apply for credit and We are unable to assist You, in certain circumstances (e.g. where You applied for credit exceeding £1,000) We will ask You if You want Us to refer You to one of the online finance platforms designated by the Government who may be able to find a suitable finance provider that would be willing to offer You the finance that You seek.

### Sharing your information with designated credit reference agencies under The Small Business, Enterprise and Employment Act 2015 ("the Act")

The Act contains measures to improve access to small and medium sized business credit data. Under this legislation, We are required to share certain information (as detailed below) about Our small or medium sized business customers with designated credit reference agencies.

For the purposes of the legislation, a business is a small or medium sized business if it:

- has an annual turnover of less than £25 million
- carries out commercial activities as its principal activity
- does not carry out regulated activities as its principal activity
- is not owned or controlled by a public authority
- has an address in the United Kingdom, and
- is not part of a group which as a whole has an annual turnover which is equal to or greater than £25 million.

The credit reference agency can use the information that We provide to it in the following ways:

- To comply with its obligations under the Act;
- To develop and sell products and services to help other Finance Providers (designated as such under the Act) to assess whether to offer a business any kind of finance. This will include identity verification, anti-money laundering and fraud detection and generally assessing credit worthiness; and
- To develop and sell Scores (i.e. a score provided by a credit reference agency that uses the credit data without revealing that data in raw or aggregated form) to Trade Credit Providers (i.e. a business that provides credit only by providing goods and services before payment or part payment is made) but only where the business customer to which the data relates has given that Trade Credit Provider specific consent.

If You ask for a loan or current account then by doing so, You agree that We will provide the information (set out below) to the designated credit reference agencies, without the need for any further consent from You. Such information will

continue to be provided monthly until You either cease to be a small or medium sized business or You cease to be Our customer.

1. Information relating to a loan made in sterling (which includes asset finance facilities) to the business -
  - (a) start date of loan agreement;
  - (b) the date the loan is due to be fully repaid, has been fully repaid or enters default;
  - (c) amount of loan outstanding;
  - (d) repayment period;
  - (e) repayment frequency;
  - (f) repayment amount;
  - (g) number of missed payments;
  - (h) details of any defaults and associated satisfactions.
2. Information relating to a current account denominated in sterling and held in the name of the business -
  - (a) start date of the facility;
  - (b) the date the facility closed (if applicable);
  - (c) current balance;
  - (d) minimum balance;
  - (e) maximum balance;
  - (f) average balance;
  - (g) overdraft limit;
  - (h) total value of all payments into the account;
  - (i) total value of debits withdrawn from the account;
  - (j) number of days in month where the customer has exceeded its approved limit;
  - (k) number of cheques or direct debts that have not been paid due to insufficient funds.
3. Where any of the information described at 1 or 2 above is provided -

- (a) business type indicator (e.g. limited liability company or non-limited business);
- (b) business name and address;
- (c) company registration number (if applicable);
- (d) telephone number;
- (e) VAT number (if applicable).

If You do not agree that We can provide this information then You should not proceed to open a current account or a loan account (including an asset finance facility).

#### **Important information about compensation arrangements**

We are covered by the Financial Services Compensation Scheme (FSCS), the UK's deposit guarantee scheme. The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations.

Your eligible deposits with us are protected up to a total of £85,000 by the FSCS. Any deposits you hold above the £85,000 limit are unlikely to be covered. Please see the FSCS Information Sheet and Exclusions List at [danskebank.co.uk/fscs-business](https://danskebank.co.uk/fscs-business) for more detail.

#### **Things You should know**

When You open an account with Us Your account agreement is with Northern Bank Limited, registered in Northern Ireland (registered number R568) registered office and head office address Donegall Square West, Belfast BT1 6JS. Your agreement with Us will be subject to the terms and conditions which We give You when You open an account.

Danske Bank is a trading name of Northern Bank Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register reference number 122261). We comply with the FCA's requirements to pay due regard to customers' interests and to treat customers fairly. Details of Our registration can be found at [www.fca.org.uk/register](http://www.fca.org.uk/register), or by contacting the FCA on 0800 111 6768.

Northern Bank Limited is a member of the Danske Bank Group

Our main business is to provide financial services in the form of a bank and to provide associated products and services, including Payment Services.

Copies of these General Terms and Conditions – Business Accounts and any Special Terms and Conditions which apply to an Account or Service may be accessed and viewed via Our Website and can be printed out by clicking on the PRINT button on the appropriate page on Our Website. Alternatively, You can obtain a copy at any time from Your Branch or Your Account Manager.

Our VAT Number is GB853759092.

**HOW YOU CAN CONTACT US**

You can contact Us or arrange an appointment by:

- phoning Us; or
- writing to Us through District or through Our Website at [danskebank.co.uk/business](https://danskebank.co.uk/business)

**HOW TO CONTACT US BY PHONE** (See notes 1, 2 and 3 below)

	Days	Time	Contact number
<b>Corporate and Business Centre</b>	Monday to Friday	8am to 6pm	0345 266 8899
	Saturday	9am to 1pm	(+44 (0)28 9004 9256 from outside the UK)
	Sunday	Closed	
<b>Business Direct and Branch</b>	Monday to Friday	8am to 6pm	0345 850 9515
	Saturday	9am to 1pm	(+44 (0)28 9004 6015 from outside the UK)
	Sunday	Closed	
<b>District customer support</b> (technical enquiries and questions about how the service works) [see the notes below]			
<b>Customer Support</b>	Monday to Thursday	8am to 6pm	028 9031 1377
	Friday	8am to 5pm	(+44 (0)28 9031 1377 from outside the UK)
	Saturday and Sunday	Closed	
<b>24 hour emergency phone numbers - Lost or stolen cards</b>			
Mastercard Corporate Classic		0800 032 4661	
Mastercard Corporate Platinum		From outside the UK +44 (0)800 032 4661	
Mastercard Business Debit Card			
<b>District Fraud</b>			
Lost/Stolen Personal Security details/District Fraud		0800 917 7918 From outside the UK +44 (0)800 917 7918	

**HOW TO CONTACT US BY WRITING** (See note 4, below)

<b>Secure communication using District or Our Mobile/Tablet Business Apps</b>	
Our secure message function allows you to read and send messages to and from the bank.	<ul style="list-style-type: none"> <li>• Log on to District or Your App</li> <li>• In District select 'Contact and help' then 'Messages' then 'Create Message' or from your App select 'Communication' then 'Create Message'</li> <li>• Type your message and select send</li> </ul>
<b>Secure communication using our website at <a href="https://danskebank.co.uk/business">danskebank.co.uk/business</a></b>	
<b>By Post</b>	
Write to	Danske Bank PO Box 2111 Belfast BT10 9EG or Your Account Manager or Danske Bank Donegall Square West Belfast BT1 6JS

**Notes**

1. Support from branches, Corporate and Business Centres, Business Plus or District customer support will not be available on Northern Ireland bank holidays or other holidays when the bank is not open for business.
2. We may record or monitor calls to confirm details of our conversations, and for verification and quality purposes. Call charges may vary. Please contact your phone company for details. Customers calling from mobile phones may be charged a different rate.
3. Please note that the cost to call our Customer Services UK area codes on 0345 or 0370 within the UK is always the same as calling a local or national landline number.
4. We aim to respond to communications sent to us securely using District, our apps or website within two days. These services may be temporarily unavailable or it may take us longer to receive your message when we are carrying out routine maintenance.

## Part 2: Definitions

“**Account**” means any business current or savings account which You hold with Us and to which We have told You these General Terms and Conditions will apply;

“**Account Information Services**” means services of the type described in Clauses 5.5.9 (a) (i) and 8;

“**Account Manager**” means the manager in the bank who has been allocated responsibility for managing Your Account with Us;

“**Account Number**” means the combination of Your six digit Sort Code and eight digit account number which are used to identify Your Account. The combined fourteen digits appear on Your bank statements and are referred to as Your Account Number;

“**Additional Cardholder**” means any person You have asked Us to give a Card to so that they can use the Account;

“**Agreement**” means the agreement between Us and You relating to an Account which is covered by these General Terms and Conditions and any Special Terms and Conditions for the Account. These General Terms and Conditions and any Special Terms and Conditions may be altered from time to time in accordance with Clause 26;

“**Arranged Excess Interest**” means interest You pay when You have an arranged excess in accordance with Clause 14.4;

“**Arranged Overdraft**” is where We agree in advance that You may borrow money when there is no money left in the Account.

“**Arranged Overdraft Interest**” means interest You pay when You have an Arranged Overdraft in accordance with Clause 14.3;

“**Authorised Push Payment Scam**” means a payment;

(a) Executed by Us from Your Account through the Faster Payments Service or CHAPS system in

the UK and received into an account in the UK that is not controlled by You;

(b) Authorised by You; and

(c) Made to a recipient that You did not intend or for purpose that You did not intend.

“**Authorised User**” means anyone who You have authorised to access Your Account using District. We will issue this person with an Electronic Signature.

“**Bacs**” means the Bacs payment scheme used by UK Banks for the electronic processing of financial transactions, principally Direct Debits and Bacs direct credits;

“**Bacs Service User**” means an entity sponsored to use Bacs to submit payment information. A Bacs Service User is bound by the Bacstel-IP Services Terms and Conditions;

“**Bacs Service User Number**” [also known as Bacs Service User ID] means the unique number allocated to a Bacs Service User;

“**BIC**” means the Bank Identifier Code, sometimes known as the SWIFT Code. The BIC for Your Account with Us is DABAGB2B;

“**Business Day**” means a Monday, Tuesday, Wednesday, Thursday or Friday (excluding Bank and other holidays in Northern Ireland) when the Bank is usually open for business; [there are exceptions to this definition which apply in relation to some Services such as CHAPS and FPS] Further details are set out within the Definitions in the Payment Table. In relation to a Payment Transaction, a Business Day means any day on which the Bank is open for business as required for the execution of a Payment Transaction;

“**Card**” means a Mastercard Business Debit Card issued on Your Account. The Card may or may not bear a Contactless Indicator;

“**Cardholder**” means a person to whom the Bank issues the Card and includes any Additional Cardholder;

“**Card Based Payments**” are payments out of Your Account made using a card which has been issued by a Third Party Provider. They do not include payments made using a Debit Mastercard Card issued on Your Account or any credit card that We have issued to You.

“**CHAPS**” means the CHAPS payments system for sending money within the UK by electronically processing sterling bank to bank same day value payments. Both the sending and the receiving financial institutions need to be members of the CHAPS Scheme;

“**Cheque Clearing System**” means, in respect of a cheque paid into an account, the process by which a Payee’s account is credited and a Payer’s account is debited with the amount of a cheque, as referred to in the Payment Table;

“**Corporate Opt-out Customer**” means You where You are not a consumer, a micro-enterprise or a charity with an annual income of less than £1,000,000 (one million pounds sterling). In summary, a micro-enterprise is an enterprise that employs fewer than ten people and whose annual turnover and/or annual balance sheet total does not exceed €2million. Full details of the definition can be found in the Commission Recommendation 2003/361/EC;

“**Credit Interest**” means the amount of interest that We will pay You;

“**Credit Transfer**” means a national or cross-border payment service (such as FPS or SWIFT) for crediting a Payee’s payment account with a payment or a series of payments from a Payer’s payment account by the payment service provider



which holds the Payer's payment account, based on an instruction given by the Payer;

**"Customer Agreement"** means the agreement between Us and You relating to a Package;

**"Cut-off Time"** means a time [as set out in the Payment Table], usually towards the end of the Business Day, after which any payment order received [whether to credit or debit Your Account] will be deemed to have been received on the following Business Day. The Cut-off Time for any payment order received at a branch counter will always be before the branch closing time on that Business Day. On Christmas Eve (or the last Business Day before 25th December) the Cut-off Time for standing order, cheque, direct debit and future dated payments out of Your Account is 11.30am;

**"Debit Interest"** means the amount of interest [whether Arranged Overdraft Interest, Arranged Excess Interest, Surcharge Interest or Unarranged Overdraft Interest] that You owe Us;

**"Direct Debit"** means an instruction from You authorising an organisation to collect varying amounts from Your Account so long as You have been given advance notice of the collection amount and dates by the organisation. Direct Debits are only available for Domestic Electronic Payments; **"District"** means Our internet-based office-banking system for business customers (formerly known as Business eBanking);

**"Domestic Electronic Payment"** means either: (i) sending money within the UK [in sterling]; or (ii) receiving money within the UK [in sterling];

**"EEA"** means the European Economic Area, comprising the Member States of the European Union, plus Iceland, Liechtenstein and Norway;

**"Electronic Payment"** means a payment which is initiated and processed using electronic means and specifically excludes paper based transactions such as cheques and banker's drafts;

**"Electronic Signature"** means the User ID, a Personal Security Password and Security Code which is defined in the 'Special Terms and Conditions for District and Electronic Signature. It is sometimes also referred to as a "Digital Signature";

**"Entry Date"** means either the date that a cheque or other item paid into Your Account appears on it, or the date You ask Us to make a payment from Your Account. [In both instances, it is the date that We consider ourselves to have received Your payment instruction];

**"Faster Payments Service"** or **"FPS"** means the payments service for sending money within the UK which enables payments to be processed in near real time. Both the sending and receiving financial institution need to be members of the FPS Scheme and certain financial limits apply;

**"FCA"** means the Financial Conduct Authority;

**"Feeder Account"** means an account from Our Business current account or Business instant access savings account range;

**"Foreign Payment"** means either:

- (i) sending money within the UK [in a currency other than sterling].
- (ii) sending money outside the UK [in any currency];
- (iii) receiving money within the UK [in a currency other than sterling]; or
- (iv) receiving money from outside the UK [in any currency];

**"Guaranteed Date"** means the date after which it will no longer be possible for a cheque or other item paid into Your Account to be returned unpaid, unless You give Your consent as the Payee, for this or You are knowingly involved in fraud;

**"IBAN"** means International Bank Account Number. The IBAN for Your Account with Danske Bank is stated on Your statements and is also available by contacting Your Branch;

**"Internal Transfer"** means a transfer of money from an Account You hold with Us to another Account that You hold with Us;

**"Mandate"** means the document completed by You in order to give a person [whether an Account Holder or not] access to an Account;

**"Open Banking APIs"** means the Application Programming Interfaces used by Open Banking Limited to share customer information securely;

**"Originator"** means the merchant, supplier or vendor who initiates a Direct Debit payment request;

**"Package"** means a combination of an Account and certain other banking products or Services for business customers as selected by You and referred to in Your Customer Agreement;

**"Payee"** means the person to whom a payment such as a cheque is made payable or the owner of an account to which a payment is to be credited [whichever applies];

**"Payer"** means the owner of an account from which a payment is to be debited;

**"Payment Initiation Services"** means services of the type described in Clause 5.5.9 (a) (ii)

**"Payment Services"** means such Services as We provide in relation to payments into and out of Your Account;

**"Payment Services Regulations"** means the Payment Services Regulations 2017 [SI 2017/751] as amended from time to time;

**"Payment Table"** means the table set out at the end of Part 3 of these General Terms and Conditions;

**"Personalised Security Credentials"** means the personalised features provided by Us [such as Your PIN and all the parts of Your Electronic Signature] to enable You to authenticate Yourself for the purposes of accessing Your Account;

“PIN” means the confidential personal identification number that We give You to enable You to access Your Account or Service using a payment instrument such as a Card;

“PSR” and “Payment Systems Regulator” means the Payment Systems Regulator;

“Qualifying Area” means the territory of the United Kingdom and the EEA states;

“Qualifying State” means each of the EEA states and the United Kingdom;

“Replacement Interest Reference Rate” has the meaning set out in Clause 16.3(g)

“Service” and “Services” means any service which is available on Your Account (including Payment Services) such as allowing You to access and/or operate Your Account through Our District services, or allowing You to borrow on Your Account by means of an overdraft;

“Sort Code” means the six digit number which is used to identify Your Bank Branch for Domestic Payments;

“Standing Order” means an instruction to make specified payment(s) from Your Account on a specified date(s);

“Strong Customer Authentication” means authentication based on two or more elements that are independent. The elements are (a) something that You know (b) something that You possess and (c) something that is inherent to You. A full definition is set out in the Payment Services Regulations;

“Surcharge Interest” means interest You pay when You exceed an Arranged Overdraft or arranged excess as set out in Clause 14.5;

“Third Party Provider” (“TPP”) means an independent provider of services which can offer Account Information Services or Payment Initiation Services to You, or which issues instruments for making Card Based Payments out of Your Account;

“Unarranged Overdraft” is where You borrow money when there is no money left in the Account (or when You have gone past any Arranged Overdraft limit) and this has not been agreed with Us in advance;

“Unarranged Overdraft Interest” means interest You pay when You do not have an Arranged Overdraft or arranged excess in accordance with Clause 14.6;

“User Authorisation” means the document completed by You in order to give a person access to an Account using Our District Service, and to specify the extent of that access including the authorisation type and any spending or payment limits;

“Value Date” means the date by which We take account of any item paid into Your Account, or any item paid out of Your Account, when We work out any relevant interest;

“We”, “Us”, “Our” or “the Bank” means Northern Bank Limited having its registered office address at Donegall Square West Belfast (registered number R568). Danske Bank is a trading name for Northern Bank Limited;

“Website” means [danskebank.co.uk](https://www.danskebank.co.uk);

“Withdrawal Date” means the date by which (by the start of branch banking hours) You will be able to withdraw the proceeds of a cheque or other payment into Your Account, as referred to in the Payment Table;

“You”, “Your” or “Account Holder” means the person or persons who has or have opened an Account with Us subject to these Terms and Conditions. Where this comprises more than one person, these Terms and Conditions will apply to such persons jointly and severally as referred to in Clause 2;

“Your Branch” means the branch at which the Account is held. The address of Your Branch will be provided to You when You open Your Account, and on request at any time. If You wish to contact Your branch then You should write to Danske Bank PO Box 2111 Belfast BT10 9EG, or contact Us in one of the ways set out in “How You can contact Us”.

### Part 3: General Terms and Conditions - Business Accounts

These General Terms and Conditions apply to all Accounts and any Service connected with Your Account. Any additional Special Terms and Conditions applicable to a particular Account or Service must be read along with these General Terms and Conditions. Where any Special Terms and Conditions are not consistent with these General Terms and Conditions then those Special Terms and Conditions shall apply to the extent of that inconsistency.

This Agreement will continue in full force and effect until the Account is closed in accordance with the provisions of this Agreement.

#### 1. Opening an Account and Services on Your Account

- 1.1 You may apply to open an Account with Us provided that the Account is available to new applicants. The Special Terms and Conditions for the Account will set out any particular requirements that apply to the Account. The Account will be operated in sterling unless the Special Terms and Conditions state otherwise.
- 1.2 The Account is not a personal account and cannot be used as such. It is only available to business customers including sole traders, partnerships, clubs, associations, charities, churches, trusts, societies, limited companies, unlimited companies, limited partnerships and limited liability partnerships who are running a designated business.
- 1.3 Unless specifically agreed in writing with Us,

- 1.4 If You are a sole trader You should normally be 18 years of age or older to open an Account. In the case of partnerships, the youngest partner should normally be 18 years of age or older to open an Account. Before You can open an Account with Us You must provide satisfactory evidence of Your name and address. We can also take up references, if appropriate. You must also confirm that You have received a copy of Our leaflet 'How we use your personal and business information'.
- 1.5 If required by law or good practice, We can decline an application (without paying interest in respect of any proposed deposit), or end this Agreement at any time, paying interest earned (if any). Any capital or interest due to You can be paid by cheque drawn by the Bank and payable to You and sent to You at the address last known to Your Branch.
- 1.6 The Bank, in its discretion, provides a range of Services on Your Account. Not all Services are available on all Accounts. A Service is available on Your Account unless these General Terms and Conditions or the Special Terms and Conditions for Your Account indicate otherwise. We can in Our discretion introduce a new Service subject to such fees and service charges as We may decide. Details of any such Service will be displayed in Your Branch and on Our Website.
2. **Joint Accounts**
  - 2.1 You should only open a joint Account if You and the other joint Account Holders understand the commitments You are entering into. Each joint Account Holder is

- separately responsible, and together You are jointly responsible, for all the debt on the joint Account. This is the case even if only one of You has put money into the Account or if only one of You has taken money out of the Account. Similarly, all joint Account Holders are jointly and individually responsible for any overdraft, whether or not it is an Arranged Overdraft or an Unarranged Overdraft. This is known as 'joint and several liability'. Clause 28 deals with Our right of set-off.
- 2.2 Subject to Clause 2.3, the Account can be conducted in joint names and You can request that We accept the instruction of only one of You to operate the Account. This means that each one of You can withdraw all the funds without reference to the other.
- 2.3 If the Account is part of a Package and is in the name of more than one person, We will require the Mandate to confirm that We can accept the instruction of any Account Holder to operate the Account.
- 2.4 If the Account is in the name of more than one person, then in the event of the death of one of You or any other change in the arrangements between You, You will need to contact Us or Your Account Manager to discuss the operation of the Account. We will contact the surviving Account Holder(s) to discuss what arrangements are required in relation to the continued operation of the Account. If the Account is overdrawn, all Account Holders and the estate of the Account Holder who has died are jointly and individually responsible for the debt.
- 2.5 If one of the joint Account Holders becomes bankrupt, We will stop the account. It will then be under the joint control of the other

- Account Holders and the person who is responsible for dealing with the bankrupt Account Holder's assets.
- 2.6 If We believe that one of the joint Account Holders is no longer mentally capable of managing their affairs, We will stop the joint Account. The Account can only be used again as set out in the instructions from a person appointed by the court to manage that person's affairs, and the other joint Account Holders.
- 2.7 If We receive notice, or We become aware that there is a disagreement between the joint Account Holders (for example, there is a dispute about the joint Account or between the joint Account Holders), We will stop the Account until all the joint Account Holders have told Us how they want the Account to be used in the future.
- 2.8 If the Account is in the name of more than one person, any Account Holder can terminate the Mandate but all Account Holders must agree to any variation of the Mandate. On the written request of any one Account Holder, We will request the return of any Cards and chequebooks.
- 2.9 If the Mandate ceases to be effective for any reason, We shall remain entitled to honour any payment instructions and to charge these to the Account and You shall be liable for any transactions or withdrawals (and associated costs, service charges and expenses) made or authorised under the Mandate. It is Your responsibility to ensure that all cheques, Cards and other relevant items are returned to Us as soon as the Mandate ceases.
- 2.10 If You have a joint Account We may send all information about Your Account to the address of the person whose name appears first in Our records for Your Account. You must tell Us if You wish to receive any information or correspondence separately.
- 2.11 All joint Account Holders should take steps to check joint Account statements that show transactions and the Account balance. You must not leave this to only one, or some, of the other Account Holders. By reviewing and monitoring all the payments to and from the Account, all joint Account Holders can make sure that the Account is being used in the correct way.
- 3. Payments into Your Account**  
Subject to these General Terms and Conditions and to any Special Terms and Conditions for Your Account, payments can be made into Your Account by You or someone else using any of the means set out in Clause 3.3. Each of the Services set out in Clause 3.3 will be available with Your Account unless the Special Terms and Conditions for Your Account state otherwise. The terms and conditions set out in this Clause 3 will only apply to (a) a domestic payment transaction which takes place wholly within the United Kingdom and the currency of the transaction is in sterling, (b) those parts of any payment transaction which take place within the United Kingdom where either of the following applies:
- (i) both the Payer and the Payee are in the United Kingdom but the currency of the transaction is in a currency other than sterling or euro; or
- (ii) either, but not both, the Payer and the Payee is in the United Kingdom and the currency of the transaction is in a currency other than euro, and (c) a payment transaction which takes place wholly within the Qualifying Area and the currency of the transaction is in euro.
- 3.1 Payments into Your Account – timescales that apply  
Part 1 of the Payment Table sets out the timings that will normally apply to payments made into Your Account. You should be aware that the Payment Table is subject to various assumptions as referred to therein. The date of receipt of a payment into Your Account will be the Entry Date as set out in the Payment Table. Payments into Your Account received after the Cut-off Time may be credited on the following Business Day and the time periods referred to in the Payment Table will be calculated accordingly.
- 3.2 Fees and Service Charges  
Where You ask Us to make a payment into Your Account then fees and service charges may apply as set out in Our 'Fees and service charges explained' and 'Fees and service charges explained - foreign payments' leaflets.
- 3.3 Payments into Your Account – Services available.  
In relation to each of the Services set out below it is Your responsibility to ensure that the information which We are provided with in order to make the payment is accurate. With the exception of a cheque payment into Your Account, We will be liable only for the execution of the payment request in accordance with the Sort Code and Account Number for the Payee or, where applicable, the BIC and IBAN for the Payee (the BIC is not required for Euro payments to EEA countries) which has been provided to Us

with the payment, irrespective of any other information that may have provided to Us with the payment request. It is very important that the Payer checks this information carefully before authorising the payment. Further information on Our liability is set out in Clause 6.

We may refuse to make a payment into Your Account where You have not provided Us with the information that We require or where it is reasonable for Us to refuse to make the payment. We will, where possible, notify You if We refuse to make a payment into Your Account and advise You of Our reasons.

### 3.3.1 Cash Payments into Your Account

(a) Cash in the form of sterling notes and sterling coins can be paid into Your Account. We may set limits on the amount of cash that You can pay into Your Account. You can pay cash into Your Account in one of the following ways:

- (i) by using the Lodgement Services (which include the Night Safe Lodgement Service and the Express Lodgement Service) - the terms and conditions for that Service will apply;
- (ii) by using an Automated Deposit machine in one of Our Branches - the Special terms and conditions - Automated Deposit Service will apply;
- (iii) by using the Post Office® - You may pay cash, in the form of sterling notes or sterling coins, into Your Account at Post Office® branches in the UK using a valid

Card for the Account that You wish to credit. We will use the details from the Card to identify the Sort Code and Account Number of the Account to be credited. There are limits on the amount You may deposit - see Our Website for details of the limits which may change from time to time. All sterling notes must be sorted by denomination before being presented and all sterling coin must be sorted by denomination and presented in full bags. You will be provided with a printed acknowledgement by the Post Office® on completion of the lodgement which You should retain for Your own records. (Cash deposits made to Your Account at a Post Office® branch will be value dated and made available to You immediately. Although Your available balance will be adjusted immediately the Entry Date on Your statement will be the next Business Day. Please refer to the Payment Table for further details).

- (iv) by using one of Our Branches - You can pay in sterling notes and coins into Your Account. We may set limits on the amount of cash that You can pay in over the counter at one of Our Branches. We may also agree to accept payments into Your Account at one of Our Branches in a currency other than sterling. If We do so We will use the Danske Bank Exchange Rate (UK) in accordance with Clause

17. We will advise You of the rate before We convert the foreign currency into sterling.

- (b) In order to make a cash payment into Your Account You must ensure that We are provided with the correct Sort Code and Account Number or; where applicable the BIC and IBAN for Your Account or; for payments into Your Account using Your Card the details from the Card - otherwise the payment may be paid into the wrong account.
- (c) You give Your consent for the payment to be made into Your Account when We receive a request to make a cash lodgement to Your Account in one of the ways set out at (a) above. If You wish to withdraw Your consent to a payment that has been made into Your Account then You should contact Us and provide Us with such further information as We may request.

### 3.3.2 Cheque Payments into Your Account

Please refer to Clause 4 for the terms and conditions that apply.

### 3.3.3 Domestic Electronic Payments

- (a) A Domestic Electronic Payment is a payment which has been received from another UK Bank using the Faster Payments Service, CHAPS or Bacs. Domestic Electronic Payments can be paid by way of Credit Transfer, Standing Order or Direct Debit.
- (b) In order to make a Domestic Electronic Payment into Your Account You must ensure that We are provided with the correct account name (where the

payment is made using FPS or CHAPS), Sort Code and Account Number or, where applicable, the BIC and IBAN for Your Account otherwise the payment may be paid into the wrong account.

- (c) You give Your consent for the payment to be made into Your Account when We receive a valid request, through Faster Payments Service or Bacs to credit Your Account. If You wish to withdraw Your consent to a payment that has been made into Your Account in this way then You should contact Us and provide Us with such further information as We may request. You are reminded that if You receive a payment by mistake then You are legally obliged to inform Us so that We can take the necessary steps to return the funds to the Payer.

#### 3.3.4 Foreign Payments into Your Account

- (a) A Foreign Payment into Your Account is an Electronic Payment which means either:
- (i) receiving money within the UK (in a currency other than sterling); or
  - (ii) receiving money from outside the UK (in any currency).
- Such payments may be received by Us through various payment systems for example, SWIFT. We will convert any non-sterling payment to sterling before We credit it to Your Account using the Danske Bank Exchange Rate (UK) for the relevant currency. Fees and service charges may apply as set out in Our 'Fees and service charges explained - foreign payments' leaflet.
- (b) In order to make a Foreign Payment into Your Account You must ensure that We

are provided with the account name (where the payment is made using FPS), Sort Code and Account Number or, where applicable, the BIC and IBAN for Your Account otherwise the payment may be paid into the wrong account.

- (c) You give Your consent for the payment to be made into Your Account when We receive a valid request, through the relevant payment system to credit Your Account. If You wish to withdraw Your consent to a payment that has been made into Your Account in this way then You should contact Us and provide Us with such further information as We may request. You are reminded that if You receive a payment by mistake then You are legally obliged to inform Us so that We can take the necessary steps to return the funds to the Payer.

#### 3.3.5 Internal Transfers

- (a) An Internal Transfer is an Electronic Payment into Your Account which has been made from another Account held with Us - whether in Your name or the name of someone else.
- b) In order to make an Internal Transfer into Your Account You must ensure that We are provided with the correct Sort Code and Account Number for Your Account otherwise the payment may be paid into the wrong account.
- (c) You give Your consent for the payment to be made into Your Account when We receive a valid request, through Our internal systems to credit Your Account. If You wish to withdraw Your consent to a payment that has been made into Your Account in this way then You should

contact Us and provide Us with such further information as We may request. You are reminded that if You receive a payment by mistake then You are legally obliged to inform Us so that We can take the necessary steps to return the funds to the Payer.

#### 3.3.6 Card Payments into Your Account

Please refer to the Special Terms and Conditions - Mastercard Business Debit Card.

### 4. Cheque Payments into Your Account

#### 4.1 Sterling Cheques drawn on a United Kingdom (UK) Bank

- (a) A sterling cheque drawn on a bank in the UK may be paid into Your Account. When this applies, You agree that We will deal with that cheque subject to the rules and clearing processes of any cheque clearing system(s) (the 'Cheque Clearing System') that We use. The cheque will be processed in accordance with the timelines set out in the relevant section of Part 1 of the Payment Table.
- (b) When You lodge a cheque to Your Account You agree that once the cheque has been presented for payment, the original cheque will be destroyed within three Business Days. Where the cheque is returned unpaid, You have a right to receive an image of the cheque together with a notice setting out the reason why the cheque has not been paid. The reason will no longer be noted on the original cheque or on the image of the cheque, but will be recorded within the Cheque Clearing System. This means that a

cheque cannot be paid twice. We can also supply You with a certified image of the cheque subject to the payment of the relevant fees and service charges set out in Our 'Fees and service charges explained' leaflet. We agree that the image of the cheque will be created and produced in compliance with the rules of the Cheque Clearing System. You can ask Us for a copy of the rules of the Cheque Clearing System. You agree that, provided We can give You an image of the cheque, as set out in this clause, We will not be responsible to You if You suffer any loss as a result of the original cheque having been destroyed.

- (c) Where You have received a notice that a cheque You have lodged to Your Account has been returned unpaid, the notice will also inform You whether or not the cheque can be re-presented for payment. The notice will be sent to You by first class post to the address that We hold for You on Our records or by such other means as We may deem appropriate. The notice that We send You will include an image of the cheque.
- (d) Sterling cheques drawn on a UK Bank may be paid into Your Account at most Post Office® branches in Northern Ireland (see Our Website for details of any restrictions on this service). To use this service You must place the cheque(s) together with a completed preprinted Bank Giro Credit into a deposit envelope which is specifically branded with the Danske Bank logo and the Post Office® logo for this purpose. You must

follow the instructions which are detailed on the envelope and then give the sealed envelope to a Post Office® teller who will issue You with a printed acknowledgement which You should keep for Your own records. This service cannot be used to make a special presentation of a cheque for payment. If You use this service to make a deposit to Your Account before the Cut-off time which applies in the Post Office® branch where You make the deposit then We will receive the envelope on the next Business Day and that will be the Entry Date which appears on Your statement. Further details are set out in the Payment Table. If there is a discrepancy between the amount entered on the Bank Giro Credit slip and the amount found in the envelope or there is any other reason why We cannot process the lodgement We will contact You, where possible, to advise You.

- (e) If You pay a cheque into Your Account and lodge the cheque at a branch of the Bank, You can ask for the cheque to be specially presented, rather than sent through the Cheque Clearing System. This means that the cheque will be sent directly to the branch of the bank that it was drawn on to confirm that they will pay it. A cheque [including for the avoidance of doubt a cheque presented for payment at the branch of the Bank on which it was drawn] will only be treated as specially presented if You have made it clear to the

cashier at the time You pay the cheque into Your Account that You wish the cheque to be specially presented and You have paid the appropriate fee. Where a cheque is specially presented the original cheque will not be destroyed and the provisions of the 4.1 (a) to 4.1 (d) above will not apply.

#### 4.2 Sterling Cheques drawn on a non UK Bank

A sterling cheque drawn on a bank outside the UK may be paid into Your Account. Such a cheque may not be able to go through the Clearing Cycle and may take longer to be cleared.

#### 4.3 Non-Sterling Cheques

A non-sterling cheque may be paid into Your Account. If this applies, We will purchase the cheque in order to give You the sterling equivalent. The following Value Dates will apply:

- (i) Euro cheques drawn on a bank in the Republic of Ireland will receive value three Business Days after the date of purchase by Us;
- (ii) all other non-sterling cheques and Euro cheques drawn on banks in the UK will receive value six Business Days after the date of purchase by Us. Your statement will show the sterling equivalent of the cheque, [calculated at the Danske Bank Exchange Rate (UK) for the relevant currency in accordance with Clause 17] being credited to the Account on the day of receipt. After the Value Date the drawee bank may still return the cheque unpaid. If this happens We will debit Your Account with the amount of the cheque

- and advise You accordingly.
- 4.4 General provisions about cheques
- (a) If a cheque made payable to another person is paid into Your Account, the other person should sign the cheque on the back. We may also require further details to confirm Your right to the cheque before accepting it for credit to Your Account and may decline to accept it. If, for example, the cheque is crossed 'Account Payee' or 'Not Transferable', We can only credit it to the Account of the Payee.
- (b) We may, at Our discretion, request that cheques (including sterling cheques drawn on a bank outside the UK and non-sterling cheques) are sent for collection. If a cheque is sent for collection then it does not go through the Clearing Cycle and the Value Date will be the date that the proceeds are received from the drawer's bank. The funds will be credited to Your Account on the Value Date and the Withdrawal Date and Guaranteed Date will also be the same as the Value Date. The collection process can take several weeks and is dependent upon the time taken by the paying bank to process the request.
5. **Operations on Your Account**  
Subject to these General Terms and Conditions and to any Special Terms and Conditions for Your Account, operations on Your Account can be carried out by You or someone authorised by You (in accordance with a Mandate) using any of the Services set out in Clause 5.5. Each of the Services set out in Clause 5.5 will be available with Your Account unless the Special Terms and Conditions for Your Account state otherwise. The terms and conditions set out in this Clause 5 will only apply to (a) a domestic payment transaction which takes place wholly within the United Kingdom and the currency of the transaction is in sterling, (b) those parts of any payment transaction which take place within the United Kingdom where either of the following applies:
- (i) both the Payer and the Payee are in the United Kingdom but the currency of the transaction is in a currency other than sterling or euro; or
- (ii) either, but not both, the Payer and the Payee is in the United Kingdom and the currency of the transaction is in a currency other than euro, and
- (c) a payment transaction which takes place wholly within the Qualifying Area and the currency of the transaction is in euro.
- 5.1 Payments out of Your Account - Refusing a payment due to lack of funds  
In relation to each of these Services if You do not have enough money in Your Account (or where payment would take You past Your Arranged Overdraft limit) by the Cut-off Time set out in the Payment Table on the day that an item is due to be paid You cannot be sure that the payment will be made. We will check the balance on Your Account up until the Cut-off Time on the day that the payment is due to be made. If there is enough money in Your Account when We check the balance We will pay the item. Further information on the fees and service charges and interest rate that applies for refusing a payment due to lack of funds can be found in Our 'Fees and service charges explained' and 'Interest rates' leaflets.
- 5.2 Payments out of Your Account - timescales and Spending Limits that apply  
Part 2 of the Payment Table sets out the timings that will normally apply to payments made out of Your Account. You should be aware that the Payment Table is subject to various assumptions as referred to therein. We reserve the right to restrict the amount that You can withdraw from Your Account depending on the Service that You are using. Spending Limits (such as a limit on the amount of cash You can withdraw from a cash machine per day) are set out in the Payment Table. We will give You reasonable notice of any changes to the Spending Limits where it is possible to do so. You can view the current Spending Limits at [danskebank.co.uk/busdocs](https://danskebank.co.uk/busdocs) by clicking on the Payment Table.
- 5.3 Fees and Service Charges  
Where You ask Us to make a payment out of Your Account then fees and service charges may apply as set out in Our 'Fees and service charges explained' and 'Fees and service charges explained - foreign payments' leaflets.
- 5.4 Granting someone else authority to access and operate Your Account
- 5.4.1 You may grant someone else authority to access Your Account information and to make payments out of Your Account. We call this authority a Mandate. Where You have given someone else a Mandate then We will act on



- their instructions. There are different types of Mandate as set out in Clauses 5.4.2 - 5.4.5.
- 5.4.2 You can give someone a Mandate to access Your Account by using Services available at Our Branch counters or to sign cheques on Your Account.
- 5.4.3 You can authorise someone to access Your Account using Our 24 Hour Telephone Banking Service and We will issue them with the Telephone Banking Security Information to enable them to access Your Account using Our 24 Hour Telephone Banking Service.
- 5.4.4 You can authorise someone to access Your Account using a Mastercard on Your Account. We will issue them with a Mastercard Business Debit Card which will have the name of the person You have authorised on it and We will issue that person with a PIN. They can access Your Account using the Card and PIN.
- 5.4.5 You can authorise someone to access Your Account using District. We call the person who You have authorised an Authorised User. We will give the Authorised User an Electronic Signature to access Your Account. The User Authorisation will set out the extent of the access that has been granted, including the authorisation type (for example, enquiry only, separate authority or joint authority) and any limits that apply to the Authorised User's operation of Your Accounts such as spending and payment limits. An Authorised User can also use the Electronic Signature to access Your Account using the services of a TPP as set out in Clause 5.5.9. In these circumstances, the terms of the User Authorisation will continue to apply.
- 5.4.6 The person that You have authorised to access Your Account using one of the means set out in this Clause 5.4 can give Your consent to make payments out of Your Account and to use TPP services. We will treat that consent in the same way as if You had given the consent Yourself. We will treat any such consent as valid and irrevocable once it has been given.
- 5.4.7 You can ask Us to terminate a Mandate that You have given to someone else and We will comply with that instruction. You must contact Us in one of the ways set out in Section 1 Part 1 of these General Terms and Conditions - "How You can contact Us".
- 5.5 Payments out of Your Account - Services available.  
In relation to each of the Services set out below it is Your responsibility to ensure that the information which You provide to Us in order to make the payment is accurate. With the exception of a cheque payment out of Your Account, We will be liable only for the execution of the payment request in accordance with the Sort Code and Account number for the Payee or, where applicable, the BIC and IBAN for the Payee (the BIC is not required for Euro payments to EEA countries) which You have provided to Us, irrespective of any other information that You may have provided to Us. It is very important that You check this information carefully before authorising the payment. Further information on Our liability is set out in Clause 6.
- 5.5.1 Direct Debits  
(a) A Direct Debit is an instruction from You to Us confirming that We may pay money out of Your Account to a specified third party (the 'Originator'). It authorises the Originator to collect varying amounts from Your Account. You can only set up sterling Direct Debits from Your Account with Us. Direct Debits are protected by the Direct Debit Guarantee Scheme. If an error is made in the payment of Your Direct Debit, by the Originator or by Us, You are entitled to a full and immediate refund of the amount paid from Your Account. If You receive a refund You are not entitled to, You must pay it back when We ask You to. Further details about the Direct Debit Guarantee Scheme can be found at [www.directdebit.co.uk](http://www.directdebit.co.uk)
- (b) In order to set up a Direct Debit on Your Account the Originator must provide Us with a completed Direct Debit Instruction which should include the Sort Code and Account Number for the Account which You want Us to debit and the Sort Code and Account Number of the account to which the funds are to be transferred. Sometimes the Originator will also require You to provide a meaningful reference so that the Originator can identify Your payment.
- (c) You provide Your consent by completing the Direct Debit Instruction. The Originator may ask You to sign the Instruction or may collect Your consent in some other way. If You want to withdraw Your consent then You should contact Us and We will make no further payments under the Direct Debit Instruction. You should contact Us before the close of business on the day before the next payment is due to be made from Your

Account. You cannot withdraw Your consent to a payment which has already been debited to Your Account.

### 5.5.2 Standing Orders

(a) A Standing Order is an instruction to Us to make specified payments from Your Account on specified dates. You can only make a sterling Standing Order payment from Your Account to an account held with another Bank in the United Kingdom or a Foreign Currency Standing order as set out below.

There are different types of Standing Order:

- (i) Internal Standing Order to service a loan account with Us  
If You make a payment by internal Standing Order to a loan account with Us, the date that We take the loan repayment will be the date that the loan repayment is due to be paid. This date will be set out in Your loan agreement. If You do not have enough money in Your Account, or where payment would take You past Your Arranged Overdraft limit on the due date then We will continue to check Your Account for a further 4 Business Days. If at the time that We check Your Account balance during that period, there is enough money in Your Account to make the payments We will debit Your Account and make the repayment to Your loan account. We will treat the date and time that there is enough money in Your Account to make the payment as the time of receipt of Your instruction. If, during the 4

Business Days after the due date for Your loan repayments, We have not been able to make the payments, We will contact You to advise You that the payment has not been made. You should always make sure that there is enough money in Your Account to make Your regular loan repayments on the due date as set out in Your agreement. Any delay in making Your regular loan repayment will result in You having to pay more interest on that loan account.

- (ii) Internal Standing Order - which is not to service a loan account with Us  
The payment will leave Your Account on the date You have specified (or the next Business Day, if the date You have specified does not fall on a Business Day) and will be credited to the Payee's account on the same day.
- (iii) External Standing Order  
In this case the Payee's account is held with another Bank in the United Kingdom. The payment will leave Your Account on the date You have specified (or the next Business Day, if the date You have specified does not fall on a Business Day) and arrive in the Payee's bank's account on the same day.
- (iv) Foreign Currency Standing Order  
You can set up a Standing Order for sending money outside the UK. The payment will leave Your Account on the date specified (or the next Business Day if the date You have

specified is not a Business Day). If the payment is to be made in a currency which is not the same currency as Your Account then We will convert the payment before it is sent using the Danske Bank Exchange Rate (UK). The payment will be credited to the Payee's Account as set out in the Payment Table.

- (b) In order to set up a Standing Order on Your Account You should complete a Standing Order instruction form containing the following information:
- (i) the name of the Payee;
- (ii) the Sort Code and Account Number of the account to which the funds are being transferred (or the Payees BIC and/or IBAN if the payment is being sent outside of the UK);
- (iii) the Sort Code and Account Number of the account from which the funds should be sent; and
- (iv) Any other information that We may require from You in order to enable Us to make the payment (such as the first payment date and the last payment date).
- You can complete a Standing Order instruction by visiting Your Branch, telephoning Us, in District or using a TPP.
- (c) You provide Your consent by signing the Standing Order instruction form, or by telephoning Us and giving Us a verbal instruction after We have confirmed Your identity, or by using Your Electronic Signature.
- If We are advised of a change of Sort Code and/or Account Number for a beneficiary named in a Standing Order

(such change being advised to Us through Standing Order File Amendment), We will make these changes to the Standing Order instruction with Us and You consent to Us making these changes.

You can withdraw consent by contacting Your Branch, or by contacting Us in one of the ways set out in "How You can contact Us". Some Standing Orders may also be cancelled. You cannot withdraw Your consent to the Standing Order after the close of business on the Business Day before the next payment is due to be paid (unless You, and We agree otherwise).

#### 5.5.3 Cash Payments

- (a) You can withdraw cash from Your Account in a number of ways. If You withdraw Cash using Your Debit Card, for example at a Post Office® or at a cash machine, then the Special Terms and Conditions - Mastercard Business Debit Card will apply. You can also withdraw cash from Your Account at any of Our Branches as set out below. You can also ask Us to issue You with a banker's draft instead of cash.
- (b) In order to make a cash withdrawal or request a banker's draft at one of Our Branches You will need to confirm Your identity using a means that is acceptable to Us, quote the Sort Code and Account Number of the Account from which the payment is to be made and sign the withdrawal slip.
- (c) You give Your consent by signing the withdrawal slip. It is Your responsibility to check that the amount of the cash (or the banker's draft) You have been given in response to Your request is correct. You must draw any discrepancy to Our

attention immediately. You cannot withdraw Your consent to make a cash withdrawal from Your Account once the payment has been made.

#### 5.5.4 Payments using Your Debit Card

You can make a payment out of Your Account using Your Debit Card. The Special Terms and Conditions - Mastercard Business Debit Card will apply.

#### 5.5.5 Payments using District

You can make a payment out of Your Account using District. The Special Terms and Conditions - District and Electronic Signature will apply.

#### 5.5.6 Payments using 24 Hour Telephone Banking Service

You cannot make payments out of Your Account using 24 Hour Telephone Banking.

#### 5.5.7 Foreign Payments

- (a) A Foreign Payment is an Electronic Payment out of Your Account which is for:
- (i) sending money outside the UK (in any currency); or
  - (ii) sending money within the UK (in a currency other than sterling).

You can make a Foreign Payment using various means. The Special Terms and conditions for the Service that You choose to make the payment will apply.

You can also make a Foreign Payment at one of Our Branches as set out below.

- (b) In order to make a Foreign Payment at one of Our Branches You will need to confirm Your identity, quote the Sort Code and Account Number of the Account from which You wish to make the payment and then complete the information set out in the International Money Transfer

application form. This will include the Payee's account name, Sort Code and Account Number or, where applicable, the BIC and IBAN for the Payee's Account and the amount that You wish to transfer. We will make the payment solely on the basis of the Payee's Sort Code and Account Number so please ensure that these details are correct. We will not check the Payee's account name is correct when You use this Service. We will also need You to tell Us whether You want the payment to be made in sterling or whether You wish Us to convert the payment to a foreign currency before the payment is sent. There will be fees and service charges for this Service as set out in Our 'Fees and service charges explained - foreign payments' leaflet.

- (c) You give Your consent to make the Foreign Payment by signing the International Money Transfer application form. You cannot withdraw Your consent once the payment has been made.

#### 5.5.8 Domestic Electronic Payments

- (a) You can make a Domestic Electronic Payment using various means - the Special Terms and Conditions for the Service that You choose to make the payment will apply. You can also make a Domestic Electronic Payment at one of Our Branches as set out below. We will use the Faster Payments Service to make the payment unless the Payee's Bank is unable to receive payments using that means, in which case You may choose to send the payment either by CHAPS or by Bacs.

- (b) In order to make a Domestic Electronic Payment at one of Our Branches You will need to confirm Your identity, quote the Sort Code and Account Number of the Account from which You wish to make the payment and then complete the information set out in the application form that We ask You to complete. This will include the Payee's account name, Sort Code and Account Number and the amount that You wish to transfer. We will make the payment solely on the basis of this information so please ensure these details are correct. There will be fees and service charges for this Service as set out in Our 'Fees and service charges explained' leaflet.
- (c) You give Your consent to make the Domestic Electronic Payment by signing the application form. You cannot withdraw Your consent once the payment has been made.

#### 5.5.9 Third Party Providers (TPPs)

You can use TPP services to aggregate Your Account information, make payments out of Your Account and to make confirmation of funds requests, if You are registered for District and have an Electronic Signature. All references to You in this Clause 5.5.9 include any Authorised User with an Electronic Signature to access Your Account. You must have an Electronic Signature that allows You to make payments out of Your Account to use Payment Initiation Services.

(a) TPPs are independent providers of services. If We provide You with a TPP service then We will make that clear to You at the time. TPP services can be used

to access any of Your Accounts which are accessible online. Your Account will be accessible online unless the Special Terms and Conditions for Your Account state otherwise.

The following types of services are offered by TPPs.

- (i) Account Information Services  
These services allow customers to consolidate information about different payment accounts they have with one or more banks to review their overall (aggregated) financial position. Some TPPs may also offer a range of associated services such as budgeting and financial planning tools. Further information is set out in Clause 8.
- (ii) Payment Initiation Services  
These services help customers to make a range of Credit Transfers out of their Account.
- (iii) Card Based Payment instrument issuers  
Some TPPs may issue instruments for making Card Based Payments out of Your Account. These TPPs may ask Us to confirm whether an amount needed for a payment using a card they have issued is available in Your Account. Further information about how We respond to such requests is set out at Clause 5.5.10.
- (b) If You use a TPP to make a payment from Your Account then You will need to confirm the details of the payment including the Sort Code and Account

Number or, where applicable, the BIC and IBAN of the Payee and also the amount of the payment. When You confirm these details, We will process the payment as set out in the Payment Table. The Payment Table includes information about the processing times that apply to payments initiated by a TPP. In particular, You should note that payments initiated by a TPP which require authorisation by more than one user (for example, where the Authorised User has a two jointly mandate to approve payments) will only be deemed to have been received by Us when We receive the final authorisation from an appropriate user and will be processed in accordance with the Payment Table thereafter.

Any payment out of Your Account using the services of a Third Party Provider will be made from the Account as a Credit Transfer even though the Account is one of Our Credit Cards or is an Account on which one of Our Debit Cards has been issued. Further information on how this may impact on the protections that You have is set out in Clause 6.5.6.

- (c) Before using the services of any TPP You must be satisfied that it is authorised and regulated by the FCA. Further information about TPPs is available on Our Website at [danskebank.co.uk/open-banking](https://www.danskebank.co.uk/open-banking). If You consent to a TPP accessing Your Account We will ask You to authenticate any TPP requests that We receive by entering Your Electronic Signature on a secure Danske Bank page - this will not be the District log on page. By entering

Your Electronic Signature, You give Us Your consent to provide information to that TPP, make a payment that they have initiated or to respond to a confirmation of funds request – whichever applies. The TPP will only be able to view the information that You specifically authorise it to or to debit the specific payment that You authorise.

- (d) You will be able to revoke TPP access to Your Account either directly with the TPP by following its procedures, in District under 'Additional Services' or by contacting Your branch. You can also obtain a full list of TPPs who You have authorised to access Your Account by contacting Us in one of the ways set out in Section 1 of the General Terms for Your Account.
- (e) Where You tell Us that You want to withdraw access to a TPP being able to access Your Account We will comply with that request but it will not act as a revocation of consent to a payment that has already been debited to Your Account or to information that has already been provided to a TPP in response to a confirmation of funds request or for Account Information Services.
- (f) We will only revoke a TPPs access to Your Account if We believe its access to be unauthorised or fraudulent, or if We become aware that it is no longer authorised or regulated by an appropriate authority.

#### 5.5.10 Confirmation of funds for Card Based Payments out of Your Account

All references to You in this Clause 5.5.10 include any Authorised User with an

Electronic Signature to access Your Account.

- (a) We will confirm whether an amount needed for a Card Based Payment out of Your Account is available when this information is requested by the card issuer if:
- (i) Your Account is accessible online at the time We receive the request;
  - (ii) before We respond to the first request from that card issuer, You have given Us Your consent to do so.

When We receive the first confirmation of funds request from a card issuer, We will ask You to authenticate that request. We will then show You all the information relating to the request, including who has made it, the Account it relates to and the date on which consent for Us to respond to such requests from that TPP will expire, if any. We will then ask You to confirm Your consent before We respond to the request. We will only respond with a 'yes/no' answer about the availability of funds in a particular account to cover the amount specified in the request. We will not provide details of Your Account balance or block funds on Your Account for payment. We will continue to respond to confirmation of funds requests made by that particular card issuer until either Your consent expires or You revoke it, whichever is the earlier.

- (b) You can view Your confirmation of funds history and revoke Your consent to Us responding to further confirmation of funds requests in District under 'Additional Services' or by contacting Your Branch.

#### 5.5.11 Other reasons that We can rely on to make a payment out of Your Account

We may also make payments out of Your Account for one of the following reasons:

- if You ask Us to make a payment out of Your Account using a means which is not set out above then You will give Your consent to make the payment using a means that We ask You to – this may be Your signature, a verbal telephone consent after We have confirmed Your identity by whatever means We deem appropriate or by any other means that We have agreed with You. In all cases We will require You to provide Us with the Sort Code and Account Number for the account from which the payment is to be made and the Sort Code and Account Number or, where applicable, the BIC and IBAN for the Payee's bank account. We may also require You to provide Us with the account name from which the payment is to be made and the Payee's account name. In all cases You cannot withdraw Your consent once the payment has been made.
- where We have received an order of a court or other regulatory body or a request from a government body (such as HMRC) which has the necessary legislative authority to make such a request We will comply with the order or request without the need for any further consent from You.
- where We have received a request to return a payment from a bank that made a payment into Your Account as a result of a mistake or error (for example, that bank has incorrectly sent the payment

twice) We will take the payment out of Your Account and send it back to the bank which has made the request. We will only do this where the request to return a payment is made through an appropriate industry body such as CHAPS Clearing Company Limited or Bacs Payment Schemes Limited. We will take the payment out of Your Account even in circumstances where We have already permitted You to make a payment out of Your Account or where it would make Your Account go overdrawn. If Your Account goes overdrawn then the provisions of Clause 14 will apply.

- If We have received a request to return a payment that has been made into Your Account where the Payer has told his/her bank that the payment was made by mistake (aside from a payment made by CHAPS or a Foreign Payment for which We will obtain your permission before returning) You agree that We may take the following actions:
  - (i) We may decide to protect the funds. This means that We would take the funds out of Your Account and credit them to a suspense account. We will only do this where We have reasonable cause to believe that the payment has been made by mistake.
  - (ii) We will contact You to advise You of the action that We have taken and We will also advise You that We intend to return the funds to the Payer's bank 15 Business Days after the date of Our letter to You.
  - (iii) If You object to the action that We

have taken or that We propose to take then You must advise Us before the 15 Business Day period has ended and You must state the reasons why You object. If You do not object within the period set out above then We will return the payment to the Payer's bank and there will be no requirement for Us to obtain any further consent from You.

- (iv) If You object to Us returning the funds to the Payer's bank (including funds received by CHAPS or a Foreign Payment) then We will still co-operate with the Payer's bank in its efforts to recover the funds and this means that We can provide Your name and address details to the Payer's bank and they can share that information with the Payer. Before sharing Your name and address with the Payer the Payee's bank should give You notice that that is what they intend to do.

## 6. Our Liability to You

Where You instruct Us to make a payment or a series of payments from Your Account, it is Our responsibility to ensure that We carry out Your instructions in accordance with these terms and conditions. If We fail to meet any of Our obligations under this Clause 6 then You can make a claim as set out in Clause 6.3.

- 6.1 Our Obligation to execute a payment request and to do so correctly (excluding cheque payments)

Our obligations under this Clause 6.1 only apply where both the Payer and the Payee are (i) in the United Kingdom where the payment transaction is in sterling; and (ii) in the Qualifying Area where the payment transaction is in euro or the payment transaction involves only one currency conversion between euro and sterling provided that the currency conversion is carried out in the United Kingdom and any cross border transfer takes place in euro. In all other cases, Our obligations under this Clause 6.1 will only apply to those parts of the payment transaction which take place within the United Kingdom.

- 6.1.1 If You initiate a payment out of Your Account as Payer, We are responsible for making sure that We execute it in accordance with Your instructions. We are liable only for the execution of the payment transaction in accordance with the Sort Code and Account Number or, where applicable, the BIC and IBAN for the Payee's bank account that You provided with the payment instruction. This is the case even though You may have given Us additional information about the Payee. If We can prove to You that We executed the payment correctly in accordance with Your instructions then We will not be liable to You for any loss that You may have incurred. In these circumstances the Payer's bank is liable to the Payee for the correct execution of the payment and must credit the Payee's account immediately and make the funds immediately available to the Payee. If You initiate a payment into Your Account as Payee, We are responsible for making sure that We correctly transmit the payment order to the Payer's bank in accordance with

- Your instructions. We are liable only for the execution of the payment transaction in accordance with the Sort Code and Account Number or, where applicable, the BIC and IBAN for the Payer's bank account that You provided with the payment instruction. This is the case even though You may have given Us additional information about the Payer.
- 6.1.2 Where You request Us to We will immediately and without charge make efforts to trace any non-executed or defectively executed payment transaction and notify You of the outcome.
- 6.1.3 Subject to Clause 6.6.4, if We fail to meet Our obligations as set out in Clause 6.1.1 and as result the payment is not made or is made incorrectly We will refund the full amount of the payment to You and restore Your Account to the position it would have been in had the mistake not occurred, or, if applicable, We will re-transmit the payment order to the Payer's bank. We will be liable to You for any charges for which You became responsible and any interest You had to pay as a result of Our mistake.
- 6.1.4 Where the payment was initiated through a TPP We will refund the full amount of the payment to You and restore Your Account to the position it would have been in had the mistake not occurred as soon as We are made aware of the matter. We will be liable to You for any charges for which You became responsible and any interest You had to pay as a result of the mistake even where the mistake was made by the TPP. We are entitled to seek recourse from the TPP if the mistake was attributable to the TPP. We may seek Your assistance where it is reasonable and necessary to do so in order to make such a claim.
- 6.2 Our obligation to execute a payment request [excluding cheque payments] in accordance with the timescales set out in the Payment Table  
Our obligations under this Clause 6.2 only apply to those parts of the payment transaction which take place (i) wholly within the United Kingdom where the payment transaction is in sterling; and (ii) wholly within the Qualifying Area where the payment transaction is in euro or the payment transaction involves only one currency conversion between euro and sterling provided that the currency conversion is carried out in the United Kingdom and any cross border transfer takes place in euro. In all other cases, Our obligations under this Clause 6.2 will only apply to those parts of the payment transaction which take place within the United Kingdom.
- 6.2.1 We are responsible for making sure that We execute a payment request made by You, whether as Payer or Payee in accordance with the timescales set out in the Payment Table. We reserve the right to suspend or delay a payment either into or out of Your Account where We, acting reasonably, decide to carry out further checks. This could happen, for example, where We suspect fraud. In these circumstances, if We decide after investigation to make the payment then We will still comply with the timescales for execution of payments set out in the Payment Services Regulations. Where We are required to do so, We will contact You as soon as possible through one of Our agreed ways, so that We can inform You of the delay, give You the reason(s) for it, and to let You know whether We need anything further from You in order to be able to execute the payment request.
- 6.2.2 Subject to Clause 6.6, if We fail to comply with Our obligation set out in Clause 6.2.1 and the payment(s) is made later than the timescale set out in the Payment Table then, if You are the Payer, We will request the Payee's bank to ensure that the Value Date of the payment is no later than the date it should have been had the payment been made in accordance with the timescales set out in the Payment Table. We will do this whether the payment request was made directly to Us (by You or the Payee) or initiated through a TPP. If You are the Payee, We will ensure that the amount of the transaction is given a Value Date on Your Account which is no later than the date that it should have been had the payment been transmitted correctly in accordance with the Payment Table. If, as a consequence of the late execution of the payment transaction, You incur any charges or interest We will refund those to You.
- 6.3 Our obligation to ensure that You have given Your consent to a payment out of Your Account [excluding cheque payments]  
Our obligations under this Clause 6.3 only apply to those parts of the payment transaction which take place (i) wholly within the United Kingdom where the payment transaction is in sterling; and (ii) wholly within the Qualifying Area where the payment transaction is in euro or the payment transaction involves only one currency conversion between euro and sterling provided that the currency conversion is carried out in the United Kingdom and any cross border transfer takes place in euro. In all other cases, Our obligations under this Clause 6.3 will only apply to those parts of the payment transaction which take place within the United Kingdom.

- 6.3.1 We are responsible for making sure that a payment is not made out of Your Account unless You have given Us Your consent in one of the ways set out in Clause 5.5. We are responsible for applying Strong Customer Authentication before making a payment out of Your Account where the Payment Services Regulations require Us to do so.
- 6.3.2 Subject to Clause 6.6 if We fail to comply with Our obligations as set out in Clause 6.3.1 We will refund the full amount of the payment to You and restore Your Account to the state it would have been in had the mistake not occurred. We will be liable to You for any charges for which You became responsible and any interest You had to pay as a result of Our mistake.
- 6.3.3 If the Payee or the Payee's bank does not accept Strong Customer Authentication in circumstances where We are required to apply Strong Customer Authentication and a payment is made out of Your Account which You have not consented to then We will still refund You as set out in Clause 6.3.2. In these circumstances We are entitled to seek compensation from the Payee or the Payee's bank. We may seek Your assistance where it is reasonable and necessary to do so in order to make such a claim.
- 6.4 **Authorised Push Payment Claims**
- 6.4.1 This Clause does not apply if You are a Corporate Opt-out Customer. Where You believe You may have been the victim of an Authorised Push Payment Scam, You should tell Us as soon as You can, and in any event at least 13 months from the debit date of the transaction (or the debit date of the last transaction, if there was a series of them involving the same parties) Your claim was an Authorised Push Payment Scam. Your claim will be assessed in accordance with the relevant Authorised Push Payment Scam reimbursement rules for the Faster Payments Service or CHAPS scheme.
- 6.4.2 If Your Authorised Push Payment Scam claim is accepted and it is Your first Authorised Push Payment Scam claim, We will refund the full amount of that payment to You up to the limit imposed by the maximum limit required, which is £85,000. Where it is not Your first Authorised Push Payment Scam claim and Your claim is accepted, We will refund the full amount of that payment to You up to the maximum limit, save for the first £100 of that payment for which You will remain liable. We may not charge You the first £100 if in Our view it would be inappropriate to impose such a charge in the circumstances, for example if the amount claimed is just over £100 or if at the time of the Authorised Push Payment Scam, You had extenuating circumstances.
- 6.4.3 If You are entitled to reimbursement following an Authorised Push Payment Scam, Your refund will be paid as soon as possible, and in any event within 35 Business Days of Your valid claim being made to Us.
- 6.5 **How to make a claim under this Clause 6**
- 6.5.1 You should contact Us as soon as You become aware that a payment out of Your Account has been incorrectly executed, not executed, executed late or where You have not provided Your consent to make the payment.
- 6.5.2 This Clause does not apply if You are a Corporate Opt-out Customer. You should contact Us as soon as You become aware that a payment out of Your Account has been made as part of an Authorised Push Payment Scam.
- 6.5.3 If Your claim relates to a payment that You say You have not authorised We may ask You to complete and return a form to Us which will require You to give Us details about the payment. We will investigate the payment, make further enquiries and may pass information about the payment to other third parties including the police. We will only do this where it is necessary and reasonable to investigate Your claim.
- 6.5.4 This Clause does not apply if You are a Corporate Opt-out Customer. If Your claim relates to a payment that was made as part of an Authorised Push Payment Scam We may ask You to complete and return a form to Us which will require You to give Us details about the payment. We will investigate the payment, make further enquiries and may pass information about the payment to third parties including the police. We will only do this where it is necessary and reasonable to investigate Your Claim.
- 6.5.5 If You are entitled to a refund under Clause 6.1.3, 6.1.4, 6.2.2 or 6.3 We will credit Your Account with the refund as soon as practicable and in any event no later than the end of the Business Day following the day on which You have advised Us that the payment was not executed, executed incorrectly or executed without Your consent.
- 6.5.6 Even though We may have granted You a refund under Clause 6.3 if, following further investigation, We are satisfied that You did give Your consent to make the payment then We will debit the refunded amount from Your Account without the need for any further consent from You. We will contact You to tell You the reasons for making the debit.



## 6.6 Limitations on Our Liability under this Clause 6

6.6.1 Subject to Clause 7.7, We will not provide You with a refund under Clause 6.3 if:

- (a) Your Account was in credit or in debit (but Clause 7.6 (b) does not apply) at the time that the payment was made We have reasonable grounds to suspect that You:
- (i) have acted fraudulently; or
  - (ii) have, with intent or gross negligence failed to comply with Your obligations as set out in Clauses 7.1, 7.2 or 7.5

(b) at the time that the payment was made, Your Account was overdrawn by less than £25,000 and You are a sole trader or You are either a partnership of up to 3 partners or an unincorporated body of persons (in either case where not all partners or persons are bodies corporate), We have reasonable grounds to believe that:

- (i) You authorised the payment; or
- (ii) the transaction was carried out with Your consent; or
- (iii) where Your Debit Card was used to make the payment, the person using the Card acquired it with Your consent.

6.6.2 (a) We will not be responsible to You under this Clause 6 where any failure on Our part was due to (i) abnormal or unforeseeable circumstances beyond Our control, the consequences of which would have been unavoidable despite all Our efforts to the contrary or (ii) Our obligation to comply with any other provisions of applicable laws.

(b) We will not be responsible to You for the

amount of any payment transaction which occurs as a result of a fault in Our systems if the fault was obvious to You or You were told about it by a message or notice at the time of use.

6.6.3 We are not liable to meet any of the requirements set out in this Clause 6 where the payment transaction was based on a paper cheque of any kind including traveller's cheques or bankers' drafts.

6.6.4 You must contact Us in one of the ways set out in Part 1 of these General Terms and Conditions - Business Accounts as soon as possible, and in any event, within 13 months of the debit date on becoming aware of any unauthorised, unexecuted or incorrectly executed payment. Provided that We have complied with Our obligations to You We are not liable to restore or refund Your Account under this Clause 6 if You contact Us more than 13 months after the relevant debit date. The 13 month time limit does not apply to a claim under Clause 6.3 where the circumstances described in Clause 6.6.1 (b) apply - but You should still make Your claim as soon as You become aware of the unauthorised transaction. This also does not apply to a claim under Clause 6.3 where a payment was made from Your Account under the Direct Debit Guarantee Scheme. There is no time limit in relation to a claim under the Direct Debit Guarantee Scheme. For any debit to Your Account which was made more than 13 months before the date of Your claim We may take longer, acting reasonably, to investigate Your claim before We decide whether or not to make a refund.

6.6.5 Where a payment out of Your Account is made using Your Debit Card then the Special Terms and Conditions for the Card will apply.

This means that We may be able to attempt a chargeback of a disputed transaction as set out in Clause 5.10 of the Special Terms and Conditions - Mastercard Business Debit Card.

6.6.6 Any payments out of Your Accounts when You are using the Services of a TPP will be treated as Credit Transfers. This means that the provisions of this Clause 6 will apply and We will not be able to make a claim under the chargeback provisions set out in Clause 5.10 of the Special Terms and Conditions - Mastercard Business Debit Card (even though a Debit Card is linked to the Account).

6.6.7 If You are a Corporate Opt-out Customer then the provisions of this Clause 6 will not apply apart from any protections that You have under the Direct Debit Guarantee Scheme.

- We agree to execute a payment request in accordance with Your instructions. We are liable only for the execution of the payment transaction in accordance with the Sort Code and Account Number or, where applicable, the BIC and IBAN for the Payee's bank account that You provided with the payment instruction. This is the case even though You may have given Us additional information about the Payee.
- If You have not consented to a payment, so it has been paid out of Your Account in error then, unless We suspect fraud as soon as practicable after becoming aware of the mistake, We will refund the full amount of the payment to You and restore Your Account to the position it would have been in had the mistake not occurred, even if the payment was initiated through a TPP. You must contact Us in one of the ways set out in Part 1 of these General

Terms and Conditions – Business Accounts as soon as possible, and in any event, within 3 months of the debit date on becoming aware of any payment that has been made from Your Account that You have not consented to. Provided that We have complied with Our obligations to You We are not liable to restore or refund Your Account under this paragraph where You have not consented to a payment if You contact Us more than 3 months after the relevant debit date.

- If a payment from Your Account has been misdirected, has not been made when it should have been, or has been paid late, then You can make a claim in respect of any loss that You have suffered as a result. You can make such a claim in accordance with the legal time limits that apply to a claim of that nature (currently 6 years from the date that the cause of action arises). Our liability in respect of any such claim is limited strictly to the amount of the payment and any interest, fees or service charges which You have incurred as a result.
- If You wish to make a claim then it is up to You to satisfy Us that the payment was not executed in accordance with Your instructions, was executed incorrectly or executed late before We will provide You with a refund.
- It is always up to You to prove that We have incorrectly transmitted a payment order before We are required to trace the payment and We may charge You a fee if You ask Us to do so.

6.6.8 Subject to Clause 7.6, We will not provide you with a refund under Clause 6.4 where we determine that You:

- (a) have acted fraudulently or dishonestly;
- (b) have with gross negligence failed to comply with Your Obligations as set out in Clause 7, save to the extent that you were unable to comply with Your Obligations; or
- (c) have made your claim more than 13 months after the debit date of the transaction in question, or 13 months after the debit date of the last transaction, if there was a series of them involving the parties.

#### 7. Your Liability to Us (excluding cheque payments)

If You have granted a Mandate to someone else then You should ensure that the Mandate holder is aware of Your obligations under this Clause and takes any necessary steps to enable You to comply with Your obligations.

- 7.1 You must notify Us without undue delay, in one of the ways set out in Clause 7.3, after becoming aware of the loss, theft, unauthorised use of or where You believe that someone else, may have copied or become aware of any of the following items:
- Your Debit Card
  - Your PIN (Personal Identification Number) used with Your Debit Card
  - Your Electronic Signature or any component part of it
  - Your Access Code Number for 24 Hour Telephone Banking Service
  - Any means that We have provided to You for the purpose of generating a Security Code, such as an eSafeID

Nothing in this Clause prevents You from giving Your Electronic Signature to a TPP which is authorised and regulated by the FCA. Before giving this information to a TPP You should satisfy Yourself that the TPP is

- authorised and regulated by the FCA.
- 7.2 This Clause does not apply if You are a Corporate Opt-out Customer. You must notify Us without undue delay and in any event within 13 months of the debit date, in one of the ways set out in Clause 7.4, after becoming aware that a payment has been made as part of an Authorised Push Payment Scam
- 7.3 You can notify Us, under Your obligation set out in Clause 7.1, in one of the ways set out in Section 1 Part 1 of these General Terms and Conditions - Business. We will keep a record of any notification that You made to Us under this Clause 7.3 for a minimum period of 18 months and We will, on request, provide You with a copy of this record. We will also prevent the use of the Personalised Security Credentials that You have notified to Us.
- 7.4 This Clause does not apply if You are a Corporate Opt-out Customer. You can notify Us, under Your obligation set out in Clause 7.2 by contacting Us in one of the ways set out in Part 1 of these General Terms and Conditions Personal. We will keep a record of any notification that You made to Us under this Clause 7.4 for a minimum period of 18 months and We will, on request, provide You with a copy of this record.
- 7.5 You must take all reasonable steps to keep Your Personalised Security Credentials safe. This does not include the long card number or the expiry date which appears on the face of Your Debit Card or the Sort Code and Account Number for Your Account. We set out in the Special Terms and Conditions (for District, Mastercard Business Debit Card and 24 Hour Telephone Banking Service) the reasonable steps that You are expected to

7.6 This Clause does not apply if You are a Corporate Opt-out Customer - please refer to Clause 6.6.7

Subject to Clause 7.7, You will be liable for any losses that You suffer as a result of a payment being made out of Your Account which You have not authorised where We are satisfied that:

- (a) when Your Account is in credit or in debit (but Clause 7.6 (b) does not apply)
  - (i) You have acted fraudulently; or
  - (ii) You have with intent or gross negligence, failed to comply with Your obligations under Clauses 7.1 - 7.5.
- or
- (b) where Your Account was overdrawn, at the time the payment was made, by less than £25,000, and You are a sole trader or You are either a partnership of up to 3 partners or an unincorporated body of persons (in either case where not all partners or persons are bodies corporate), We have reasonable grounds to believe that:
  - (i) You authorised the payment; or
  - (ii) the transaction was carried out with Your consent; or
  - (iii) where Your Debit Card was used to make the payment, the person using the Card acquired it with Your consent.

7.7 This Clause does not apply if You are a Corporate Opt-out Customer - please refer to Clause 6.6.7

Except where You have acted fraudulently You will not be liable for any losses that You suffer as a result of a payment being made out of Your Account which You have not authorised in respect of the following payments:

- (i) a payment that was made after You notified Us in accordance with Clauses 7.1 - 7.3;
- (ii) You have been unable to notify Us because We failed to provide You with a means to do so under Clause 7.3;
- (iii) where We are required under the Payment Services Regulations to apply Strong Customer Authentication but We have not done so;
- (iv) the payment transaction was in respect of the purchase of goods or services at a distance. 'Distance Contract' is defined in regulation 5 of The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (which is where the goods or services have been sold exclusively using a means of distance communication and where the contract was concluded without the simultaneous physical presence of the trader and the consumer).

Clause 7.7 (iv) does not apply to payments made in relation to a contract of the following types:

- (a) concluded by means of automatic vending machines or automated commercial premises;
- (b) concluded with a telecommunications operator through a public telephone for the

use of the telephone;

- (c) concluded for the use of one single connection, by telephone, internet or fax, established by a consumer;
- (d) under which goods are sold by way of execution or otherwise by authority of law.

Clause 7.7 (iv) also does not apply to payments made in relation to a contract to the extent that it is:

- (a) for—
  - (i) gambling within the meaning of the Gambling Act 2005 (which includes gaming, betting and participating in a lottery); or
  - (ii) in relation to Northern Ireland, for betting, gaming or participating lawfully in a lottery within the meaning of the Betting, Gaming, Lotteries and Amusements (Northern Ireland) Order 1985;
- (b) for services of a banking, credit, insurance, personal pension, investment or payment nature;
- (c) for the creation of immovable property or of rights in immovable property;
- (d) for rental of accommodation for residential purposes;
- (e) for the construction of new buildings, or the construction of substantially new buildings by the conversion of existing buildings;
- (f) for the supply of foodstuffs, beverages or other goods intended for current consumption in the household and which are supplied by a trader on frequent and regular rounds to the consumer's home, residence or workplace;

- (g) within the scope of The Package Travel and Linked Travel Arrangements Regulations 2018 on package travel, package holidays and package tours;
- (h) within the scope of The Time Share, Holiday Products, Resale and Exchange Contracts Regulations 2010 on the protection of consumers in respect of certain aspects of timeshare, long-term holiday product, resale and exchange contracts.
- 7.8 This Clause does not apply if You are a Corporate Opt-out Customer. Except where You have acted with gross negligence or fraudulently You will not be liable for any losses You suffer as a result of a payment being made as part of an Authorised Push Payment Scam in respect of the following payments:
- (a) A payment that was made after You notified Us in accordance with Clause 7.2 and 7.4; or
- (b) You have been unable to notify Us because We failed to provide You with a means to do so under Clause 7.4
- 8. Using a Third Party Provider (TPP) to provide You with Account Information Services**
- This Clause 8 deals with circumstances where You use a TPP for the purposes of accessing Your Account to provide You with Account Information Services (AIS). A TPP will only be able to get information about Your Account if it is accessible online. Your Account is accessible online unless the Special Terms and Conditions for Your Account state otherwise. All references to You in this Clause 8 include any Authorised User who has an Electronic Signature to access Your Account. All users with an Electronic Signature to access Your Account can use Account Information Services.
- 8.1 The TPP will ask You to give Your explicit consent before they can access Your Account. This means that the TPP should make available to You the information that You need to make an informed decision so that You understand what You are consenting to.
- By entering the Electronic Signature You are giving Us Your consent to provide the information to the TPP for a specified period of time. Only certain accounts are accessible in this way (for example accounts which are not payment accounts are not accessible).
- 8.2 You should check that the TPP is authorised and regulated by the FCA before using its services. If the TPP is authorised and regulated by the FCA then it will be subject to the Payment Services Regulations which means that it should ensure that any Personalised Security Credentials are not available to any unauthorised persons and that it uses safe and efficient channels to provide its services to You. A TPP should not request more information than is absolutely necessary to provide the specific service that it is offering to You.
- 8.3 A TPP which provides an Account Information Service may store the Authorised User's Personalised Security Credentials if it is necessary to provide the Account Information Service.
- 8.4 We will treat a request from an Account Information Service TPP in the same way as We treat a request received from You. We will release information about all parties to any joint accounts (including partnership accounts). Any information You have recorded on Your Account about any third parties will also be released. We will not provide Your Electronic Signature information to a TPP.
- 8.5 You can withdraw Your consent to Your Account being accessed for the purposes of Account Information Services in one of the ways set out at Clause 5.5.9 (d). You cannot withdraw Your consent where information has already been provided to a TPP which provides Account Information Services.
- 8.6 We will only revoke a TPP's access to Your Account if We believe its access to be unauthorised or fraudulent, or if We become aware that it is no longer authorised or regulated by an appropriate authority.
- 8.7 If You experience detriment caused by Your Account Information Service Provider (AISP) other than in relation to an unauthorised payment You should contact the AISP in the first instance. If You believe that We have breached any of Our obligations in relation to a TPP having accessed Your Account for the purposes of provision of Account Information Services then You should contact Us. We will only be liable for any loss that You have suffered as a result of Us having broken any of Our obligations. We are not responsible for any loss You have suffered where the TPP has breached its obligations under the Payment Services Regulations.
- 8.8 We will not be responsible to You under Clause 8.7 where any failure on Our part was due to (i) abnormal or unforeseeable circumstances beyond Our control, the

consequences of which would have been unavoidable despite all Our efforts to the contrary or (ii) Our obligation to comply with any other provision of applicable laws.

## 9. Refusing Payments or Stopping the Use of Your Card or Services

- 9.1 You may not make a request, nor consent to a Payee making a request and We can refuse a request, for a payment transaction on Your Account, whether for payments into or out of Your Account if We believe or have reasonable cause to believe any of the following (We can refuse Your request by declining the request immediately using the same channel through which You have made it or by contacting You at the earliest opportunity and before We have executed the transaction and We won't be responsible for any loss to You):
- (a) the payment transaction is or may be connected to fraud or any other illegal activity or purpose;
  - (b) You are bankrupt or insolvent or have entered into a voluntary arrangement with Your creditors;
  - (c) Your relationship with Us has broken down or You have shown threatening or abusive behaviour towards any member of Our staff;
  - (d) there is not enough money available in Your Account to fund the payment transaction;
  - (e) Your Account is a joint Account and there is a dispute between You and the joint Account holder;
  - (f) there is any dispute over Your entitlement to the funds in Your Account;

- (g) the security of Your Account may have been breached;
- (h) You are in breach of any other condition of these General Terms and Conditions or any of the Special Terms and Conditions for Your Account or a Service;
- (i) In the case of an Electronic Payment if for any reason We cannot make the payment within the time limit specified by the Payment Services Regulations (e.g. when using Our District Service We will not be able to process a request to make a domestic transfer in sterling from Your Account if the Sort Code of the Payee's account is not registered to receive payments using the Faster Payments Service);
- (j) by carrying out the payment transaction We (or another member of the Danske Bank group of companies) might break a law, regulation, code, court order, sanction (whether or not imposed in the UK) or other duty, requirement or obligation which might expose Us (or another member of the Danske Bank group of companies) to claims from third parties or reputational damage or legal action or censure from any governmental, inter-governmental or supranational body, agency, department or regulator, law enforcement agency or other competent authority. We will tell You if You try to make such a payment transaction; or
- (k) Our security controls require You to produce additional identification or confirmation of payment or prevent Us carrying out the payment transaction (for example, We reserve the right to limit the

amount of cash that You can withdraw from Your account at any one time).

- 9.2 We may refuse to carry out any transaction on Your Account where any of these General Terms and Conditions or any of the Special Terms and Conditions has not been complied with, or where it would be unlawful for Us to do so.
- 9.3 We may stop the use of any Card or Service if We reasonably believe that:
- (i) The security of Your Account has been breached;
  - (ii) There may have been an unauthorised or fraudulent transaction on Your Account;
  - (iii) There is a credit facility on Your Account (such as an overdraft), and there is a significantly increased risk that You may be unable to pay Us what You owe (for example where We have reasonable grounds for believing that You are bankrupt or insolvent or have entered into a voluntary arrangement with Your creditors);
  - (iv) We have to do so under an applicable law or regulation or order of a court or other regulatory body.
- Where reasonably possible (and where it would not be a breach of security or be against the law), We will attempt to contact You either by telephone or in writing when We take action under either Clause 9.2 or Clause 9.3, and explain Our reasons for doing so. If We cannot contact You in advance, We will attempt to contact You as soon as possible afterwards (and in any event, no more than three days after We received the relevant payment instruction).
- 9.4 Where We have taken action under this

Clause 9, unless We terminate the agreement as a result, We will allow the normal use of Your Account to resume as soon as practicable once Our reasons for taking such action cease to exist.

#### 10. Payments from Your Account – Cheque Book Service

- 10.1 We may provide You with a cheque book to enable You to make payments from Your Account. Provision of a cheque book with Your Account is a Service and is subject to these General Terms and Conditions and any Special Terms and Conditions for Your Account. Full details are available from Your Branch. This Service is not available with savings Accounts.
- 10.2 When You give someone a sterling cheque drawn on Your Account with Us the Cheque Clearing System rules will apply and the cheque will be processed in accordance with the time periods set out in Part 2 of the Payment Table.
- 10.3 You agree that once a cheque is presented for payment the original cheque will be destroyed within three Business Days. You have a right to request an image of the cheque once it has been paid. Images of paid cheques will not normally be returned to You, however if there is a dispute with Us about a cheque paid out of the Account, We will give You an image of the cheque as evidence. We agree that the image of the cheque will be created and produced in compliance with the rules of the Cheque Clearing System. A copy of the rules of the Cheque Clearing System is available on request. You agree that, provided We can give You an image of the cheque, as set out in this clause, We will not be responsible to You if You suffer any loss as a

result of the original cheque having been destroyed.

We can also supply You with a certified image of the cheque subject to the payment of the relevant fees and service charges set out in Our 'Fees and service charges explained' leaflet.

- 10.4 You should ensure that You have enough money in Your Account or a sufficient Arranged Overdraft on Your Account to cover the amount of the cheque from the time that You give the cheque to the Payee up until the time when the cheque is paid. A cheque that is drawn on Your Account may be presented through the Cheque Clearing System or the Payee may choose to specially present it for payment. Where a cheque is specially presented for payment We will make the decision to either pay the cheque or not pay the cheque as soon as it is presented and the rules of the Cheque Clearing System will not apply. We reserve the right not to pay a cheque for any of the reasons set out in the Cheque Clearing System rules.
- 10.5 You must ensure that You write cheques
- (a) in pounds sterling only;
  - (b) in pen only;
  - (c) carefully, in order to prevent alterations and forgeries.
- You should draw a line through unused space on the cheque so unauthorised people cannot add extra numbers or names. If You are paying a cheque to a large organisation, such as HM Revenue & Customs (HMRC), You should write on the cheque the name of the Account You want the cheque paid into. For example, "HM Revenue & Customs only - Reference xxyyzz". If You are writing a cheque to a bank or building society, You should not

make the cheque out simply to that organisation. You should add further details into the Payee line, such as the name of the person to whom the money is being paid, (for example xyz bank re: A Smith reference number XXXX).

- 10.6 We will not normally pay a cheque more than six months after the date shown on it.
- 10.7.1 If You have issued a cheque and then decide to stop payment, You can do so, providing that We have not already made the decision to pay the cheque. A decision to pay the cheque can be made at any time after midnight on the Business Day after the cheque was lodged. If the cheque has been specially presented for payment then the decision will be made as soon as the item is presented.
- To cancel a cheque, time is of the essence, and We recommend that You contact Us immediately in the following way: telephone Us at 0345 600 2882. Lines are open between 8am and 6pm Monday to Friday and between 9am and 5pm on Saturdays and Sundays, except for bank holidays or other holidays in Northern Ireland when the bank is not open for business. Call charges may vary. Please contact Your phone company for details. We may record or monitor calls to confirm details of Our conversations, and for verification and quality purposes. We can only accept an instruction to cancel a cheque when the telephone lines are open. You may also decide to contact Us in other ways, such as by calling at Your branch, or by writing to Us or by using secure mail from District. If You use any of these methods there will be a delay before We can action Your request.

- 10.7.2 To cancel a cheque You will need to provide Us with the following information  
 (a) the date it was written;  
 (b) the number of the cheque;  
 (c) who it was made payable to; and  
 (d) the amount.  
 We may ask You to confirm this information to Us in writing. We will use best endeavours to carry out Your instructions as soon as reasonably possible but We cannot guarantee that We will be able to cancel the cheque once it has been lodged to an Account. There is normally a charge for cancelling a cheque as stated in Our 'Fees and service charges explained' leaflets.
- 10.8 When We need to tell You that one of Your cheques or other items has been returned unpaid, We will do this either by letter or by such other means as We deem appropriate.
- 10.9 You must not write a cheque with a future date on it as it may not prevent the Payee from paying it into their bank before that date.
- 10.10 If You believe Your cheque book or cheques are lost or stolen, or if You believe that someone has signed one of Your cheques without Your permission, You must contact Us immediately.
- 11. 24 Hour Telephone Banking and District**  
 The provision of 24 Hour Telephone Banking and/or District Services are Services which may be available with Your Account. Provision of these Services is subject to the Special Terms and Conditions for those Services. These Services are subject to periods of routine maintenance.
- 12. Debit Card**  
 The provision of a Card is a Service that may be available with Your Account. Provision of this Service is subject to the Special Terms and Conditions applicable to the Card. This Service is not available with a Savings Account.
- 13. Branch Service**  
 13.1 The addresses and contact details for all Danske Bank branches in the UK can be found on Our Website. If You wish to write to the Bank then You should use the following address irrespective of where Your Branch is: - Danske Bank PO Box 2111 Belfast BT10 9EG.  
 13.2 The provision of branches where a counter service is available is a Service that is subject to the Special Terms and Conditions for Your Account. We do not provide a counter service outside Northern Ireland. If this is something You require You should discuss this with Your Branch or Your Account Manager.  
 13.3 If We plan to close or move Your Branch, We will tell You at least twelve weeks beforehand. We will inform You how We will continue to provide banking services to You.  
 13.4 We may vary banking hours, banking practices and similar matters by giving You at least thirty days' notice in writing or by general notice in Our branches or in the press. If the variation is significant, in Our reasonable opinion, it will be advised to You by notice in writing.
- 14. Arranged and Unarranged Overdrafts Warning**  
*Fees and service charges will apply in relation to the provision and use of any overdraft. Full details are set out in Our 'Fees and service charges explained' leaflets. You should read those leaflets carefully before applying for an overdraft or permitting Your Account to become overdrawn without Our prior agreement.*
- 14.1 The provision of any overdraft is a Service that may be available on Your Account. Provision of this Service is subject to these General Terms and Conditions and to any Special Terms and Conditions for Your Account. This Service is not available with a Savings Account.
- 14.2 An overdraft is only available if You are over 18 years old. Any overdraft is repayable on demand. This means that We can require You to repay all the sums You owe Us on the Account at any time, even if We have agreed a longer period for the overdraft with You.
- 14.3 If this Service is available with Your Account then You can agree the amount of the overdraft with Us in advance. This is called an Arranged Overdraft. You will be issued with a facility letter setting out the conditions that apply, in addition to these General Terms and Conditions. A Set Up fee, as detailed in Our 'Fees and service charges explained' leaflet may be applied to Your Account for this service, depending on the type of account that You hold with Us and the amount of the overdraft. The interest rate applicable to Your Arranged Overdraft is called the Arranged Overdraft Interest rate and this rate is advised on Your statement. The Arranged Overdraft Interest rate is made up of 2 elements- (1) an interest reference rate as described in Clause 16.3 and (2) a variable margin "the Margin". We can change the Margin as set out in Clauses 16.3 (e) and (f).

- 14.4 You can also agree with Us the amount of any temporary extension to an existing Arranged Overdraft. This is known as an arranged excess. The interest rate applicable to any arranged excess consists of two elements (1) You will pay the Arranged Overdraft Interest rate on the full amount by which Your Account is overdrawn (including any arranged excess) and (2) You will also pay the Arranged Excess Interest rate on the amount of the arranged excess. The Arranged Excess Interest rate will be an additional margin over and above the Arranged Overdraft Interest rate. You will be advised of this rate when We agree to grant You an arranged excess on Your Account. We can change the Arranged Excess Interest rate, during the period that any arranged excess has been granted, as set out in Clauses 16.3 (e) and (f). In all other respects the Terms and Conditions as set out in the Facility Letter for Your Arranged Overdraft will also apply to the arranged excess.
- 14.5 If You do not agree with Us the amount of any temporary or other extension to an existing Arranged Overdraft then We will treat this as an application for an unarranged excess. The rate applicable to the amount of the unarranged excess is called the Surcharge Interest rate and this rate will be advised to You on Your statement. You will continue to pay the Arranged Overdraft Interest rate on the full amount by which the Account is overdrawn (including any unarranged excess). You will also pay the Surcharge Interest rate on the unarranged excess. We can change the Surcharge Interest rate, during the period that any unarranged excess exists on Your Account, as set out in Clauses 16.3 (e) and (f). In all other respects the Terms and Conditions as set out in the Facility Letter for Your Arranged Overdraft will also apply to the unarranged excess.
- 14.6 If You try to make a payment out of Your Account (known as presenting an item for payment, such as a cheque, a Card payment, a Direct Debit or a Standing Order) or interest or a fee or service charge is applied to Your Account which would have the effect of creating an overdraft the amount of which has not been previously agreed by Us then We will treat this as an application for an Unarranged Overdraft. You will pay the Unarranged Overdraft Interest rate on the amount of any Unarranged Overdraft. The Unarranged Overdraft Interest rate is made up of 2 parts (1) an interest reference rate which is the Bank of England Bank Rate and (2) a variable margin which We set. We set out in Clause 16.3 how and when We will apply changes to the interest reference rate. We will give You 2 months' notice before We increase the margin that applies to the Unarranged Overdraft Interest rate.
- Where You are a Corporate Opt-out Customer We may decide to give You 30 days' notice of any increase in the variable margin which applies to the Unarranged Overdraft Interest rate.
- 14.7 If We decide to grant You an Unarranged Overdraft or an unarranged excess, by allowing a payment despite lack of funds, then the item presented for payment will be paid and a paid transaction fee, as detailed in Our 'Fees and service charges explained' leaflets and the interest rate for an Unarranged Overdraft or an unarranged excess (as appropriate) will be applied to Your Account. If We grant You an Unarranged Overdraft or an unarranged excess then it does not mean (a) that any Arranged Overdraft has been created or (b) that the limit on any Arranged Overdraft has been increased or (c) that We will pay any other item in the future which would have the same effect. We are not committed to pay any other items up to such amounts.
- 14.8 If We decide not to grant You an Unarranged Overdraft or an unarranged excess by refusing a payment due to a lack of funds then the item presented for payment will be returned unpaid and an unpaid transaction fee, as detailed in Our 'Fees and service charges explained' leaflets, will be applied to Your Account.
- 14.9 If You have an overdraft on the Account We may use monies held in other Accounts in Your name to pay off the overdraft. This is sometimes known as the Bank's right of set off. We will tell You at least fourteen days before We exercise Our right of set-off. If You have provided the Bank with security (e.g. a mortgage over land) then that security may also be available to Us in respect of the overdraft.
- 14.10 We will calculate Debit Interest on a daily basis on the cleared debit balance on Your Account. An item is included in the cleared debit balance from the Value Date for purposes of calculation of interest. We will calculate this interest at the end of each calendar quarter (Our usual charging dates are the end of March, June, September and December). If You are due to pay interest, before We charge the interest to Your Account, We will write to You at the end of the quarter and tell You the amount We will



- charge and when. If You receive Your statements electronically, We will send this letter to You electronically. Further details about the Debit Interest rates payable on Your Account are set out in Our 'Interest rates' leaflet.
- 14.11 If You are due to pay any fees or service charges in relation to any Unarranged Overdraft, We will usually debit these amounts to Your Account at the time the fee is incurred. You will be able to see the amounts that have been charged to Your Account by reviewing Your statement. Further details are set out in Our 'Fees and service charges explained' leaflets.
- 15. Fees and Service Charges**
- 15.1 Details of current fees and service charges (including fees and charges in relation to Payment Services) that apply to Your Account are published in Our 'Fees and service charges explained' and 'Fees and service charges explained - foreign payments' leaflets, which are available at any Branch and on Our Website.
- 15.2 You agree to pay the fees and service charges applicable to the Account and Your use and operation of the Account and Our Services as shown in Our 'Fees and service charges explained' and 'Fees and service charges explained - foreign payments' leaflets from time to time and whether or not these fees and service charges are referred to elsewhere in these Terms and Conditions.
- 15.3 We will notify You in accordance with Clause 26 if We introduce or vary a fee or service charge relating to Your Account for a Service You use on Your Account.
- 15.4 There may be taxes or costs, some of which are not paid through Us or imposed by Us

and for which You may be liable.

**16. Interest on Your Account**

16.1 Details of the current interest rates on Your Account are published in Our 'Interest rates' leaflet which is available at any Branch and on Our Website.

**16.2 Credit Interest**

16.2.1 Credit Interest rates are based on a rate that We determine internally.

16.2.2 We may decrease the Credit Interest rates (or decrease the Credit Interest rate that is applied depending on the balance held in an Account by agreement with You) for one or more of the following reasons:

- (a) To respond reasonably to a change in the Bank of England Bank Rate or any other publicly-listed market rate;
- (b) to reflect the introduction or development of new systems, methods of operation, services or changes in technology (including expected changes) provided that the change is a reasonable response to the underlying reason for the change;
- (c) to maintain or improve operating conditions or service levels;
- (d) to reflect the genuine increased costs of providing Your Account, including for example the cost of introducing, developing, running and/or maintaining systems and services;
- (e) to respond reasonably to any change or expected change in market conditions, general banking practice or the cost of providing services to customers;
- (f) to respond reasonably to legal or regulatory changes. This would include:
  - Changes in general law or decisions of the Financial Ombudsman Service,
  - Changes in regulatory requirements,

- Changes in industry guidance and codes of practice which raise standards of consumer protection;
- (g) to ensure that Our business as a whole is profitable and that Our product range and charging structure enables Us to achieve Our business and strategic objectives (which are set internally) - provided that any such change is reasonable and does not result in an Account Holder being treated unfairly;
- (h) to make these General Terms and Conditions or any Special Terms and Conditions fairer or clearer for You provided that any such change does not materially alter the Agreement that You have entered into with Us;
- (i) To make changes and improvements to Our products, services or charging structures where the changes are of benefit to You or where the changes make it easier for You to manage Your Account; or where the changes provide You with alternative or more cost effective ways to manage Your Account;
- (j) For a reason not set out herein but otherwise expressly notified to You in writing provided that any reduction in the Credit Interest rate (or variation of the Credit Interest rate is applied depending on the balance held in an Account) for this reason is a reasonable response to the underlying reason and strikes a fair balance between Our legitimate interests and Your own interests.
- 16.2.3 Where We determine the interest rate internally, if You are a Corporate Opt-out Customer then We may decrease the Credit Interest rate for any reason (whether listed at 16.2.2 or not) provided that We have given You thirty (30) days' notice before doing so.

16.2.4 We may increase the Credit Interest rate payable on any Account immediately. We will advise You of any increase in the Credit Interest rate on Your statement of Account.

16.2.5 Details of the Credit Interest rates payable on any Account are set out in Our 'Interest rates' leaflet. We will calculate the Credit Interest on a daily basis on the cleared credit balance on Your Account.

16.2.6 Credit Interest will be paid gross - this means that We will not deduct any income tax from the amount of interest that is credited to Your Account. In certain circumstances You may have to make arrangements to pay tax on the Credit Interest that is paid into Your Account. This will depend on Your total taxable income, the total amount of Credit Interest that You receive and Your Personal Savings Allowance. It is Your responsibility to pay any tax that may be due.

### 16.3 Debit Interest

(a) If any Debit Interest is to be charged then this will be applied in accordance with Clause 14.10.

(b) The Debit Interest rates are made up of two (2) parts - (i) an interest reference rate and (ii) a variable margin. The interest reference rate that We currently use is the Bank of England Bank Rate. Details of the Bank of England Bank Rate is set out in Our "Interest rates" leaflet or as separately advised to You. When the interest reference rate changes We will change the interest rate applicable to Your Account.

(c) Changes to Bank of England Bank Rate will be applied with effect from the start

of the Business Day immediately following the day that the Bank of England announces a change to its Bank Rate. We will inform You of changes to Bank of England Bank Rate through notices in Our branches and advertisements in the press within three Business Days of the change taking effect. The newspapers We normally use are the Belfast Telegraph and/or the Irish News and/or the News Letter. The rates may also be obtained by telephoning any branch or by visiting Our Website. In certain circumstances We may also advise You personally about interest rate changes.

(d) If We increase the Margin, the Arranged Excess Interest rate or the Surcharge Interest rate We will give You 2 months' notice before We make the change. Details are set out in Your facility letter.

If You are a Corporate Opt-out Customer then We will give You 30 days' notice of any increase in the Margin, the Arranged Excess Interest rate or the Surcharge Interest rate.

(e) If We decrease the Margin, the Arranged Excess Interest rate or the Surcharge Interest rate then We may do so immediately and advise You of the change on Your next statement.

(f) In the event that the interest reference rate referred to in Clause 16.3 (b) is replaced the Replacement Interest Reference Rate will apply. The Replacement Interest Reference Rate will be the Interest Reference Rate which is (a) formally designated, nominated or recommended as a replacement

benchmark rate of interest by: (i) a Nominating Body or (ii) the administrator of the Interest Reference Rate, and if replacements have, at the relevant time, been formally designated, nominated, or recommended by both (i) and (ii) above, the Replacement Interest Reference Rate will be the rate set by the Nominating Body; or (b) generally accepted by the majority of lenders in the relevant market as the appropriate successor to the interest reference rate; or (c) in Our opinion, an appropriate successor to the interest reference rate;

**"Nominating Body"** means any applicable central bank, regulator or other supervisory authority or a group of them or any working group or committee sponsored by, or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

The interest reference rate could be replaced for various reasons including, for example:

- the administrator of the Interest Reference Rate becomes insolvent;
- the administrator of the Interest Reference Rate decides to cease, or ceases to, provide the Interest Reference Rate;
- the majority of lenders in the UK (or any relevant international market where the Interest Reference Rate is commonly used) generally accept that the Interest Reference Rate is no

longer appropriate for the purposes of calculating interest and should be succeeded by the Replacement Interest Reference Rate; or  
 - a Regulator, court or other analogous body publicly announces that the interest reference rate should be indefinitely discontinued or that it can no longer be used.

Where the interest reference rate is replaced We will, where it is possible to do so, give You sixty (60) days notice of what the Replacement Interest Reference Rate will be together with the date that it will take effect. We do not need Your consent to introduce the Replacement Interest Reference Rate. The Replacement Interest Reference Rate will take effect unless You inform Us that You object to the Replacement Interest Reference Rate on or before the date it will take effect. If You do object to the change then You have the right to end Your Agreement and close Your Account without penalty.

## 17. Exchange Rates

- 17.1 We may agree to accept credits to Your Account, or make debits from Your Account, in a currency other than sterling.
- 17.2 If We do so, We will use Our published rate of exchange [known as the 'Danske Bank Exchange Rate (UK)'] for the relevant currency on the applicable day at such time as We may select. For transactions over £25,000 (twenty five thousand pounds sterling) the rate of exchange will always be at least equal to the published rate and is

usually better.

- 17.3 We calculate the Danske Bank Exchange Rate (UK) for the relevant currency on a daily basis. You may obtain details of the Danske Bank Exchange Rate (UK) for the relevant currency by enquiring at any Branch or by telephoning Us. We reserve the right to change the Danske Bank Exchange Rate (UK) for the relevant currency immediately and at any time of the day depending on market conditions.

## 18. Statements

- 18.1 Unless We tell You otherwise in the Special Terms and Conditions for Your Account We will provide You with a statement at the end of the month, free of charge, if during that calendar month there has been a payment transaction on Your Account. You should always check Your statements carefully and if there is any transaction on Your Account which is not correct or which You do not recognise then You may be able to make a claim as set out in Clause 6.5.
- 18.2 We will provide You with a statement by posting it to You at the address that You have provided unless You have told Us that You want to exercise the option set out at Clause 18.3. The statement will be provided to the Account-Holder who is the first named Account-Holder on Our records unless We have agreed something different with You.
- 18.3 Where You have District then We automatically make Your statements available to You within eArchive. If You do not wish to receive paper statements, You can opt to have Your paper statements switched off. You can do this at Account level and We will then make statements for that Account

available only in Your eArchive within District. The Account statements that We can make available in this way are listed on the District pages within Our Website. That list includes Our current accounts and most of Our savings accounts. It does not include Our Corporate Credit Card Account statements. You will need to tell Us that You want to exercise this option each time that You open a new Account with Us or, if You are not registered for District, when You first register for that Service.

- 18.4 If You require additional statements or duplicate statements then You will have to pay Our fees and service charges as set out in Our 'Fees and service charges explained' leaflet.
- 18.5 Information about payment transactions on Your Account is also available free of charge on District and 24 Hour Telephone Banking (where You are registered for these Services) or by requesting a mini statement at one of Our cash machines, where You have one of Our Mastercard Business Debit Cards.
- 18.6 If there are no payment transactions on Your Account, statements will be provided on a frequency which is agreed with You - usually at the end of June and the end of December each year.

## 19. Security

- 19.1 Where We have issued You with Personalised Security Credentials to use any of Our Services You must follow the steps that We have set out in the Special Terms and Conditions for that Service to keep those Personalised Security Credentials safe. This will apply where You use Our District, 24 Hour Telephone Banking or Debit Card

Services. If You suspect that Your Personalised Security Credentials may have been lost, stolen or otherwise compromised then You should contact Us as set out in Clause 7.

- 19.2 We will only contact You in one of the following secure ways if We need to tell You that there has been fraudulent activity (or We suspect that there has been fraudulent activity) on Your Account or that the security of Your Account may be at risk. We will contact You:
- (i) by phoning You using the telephone contact details We hold for You on Our records. We shall identify You by asking a number of security questions. We will NEVER ask You to reveal any of Your Personalised Security Credentials such as any of Your PIN numbers or any part of Your Electronic Signature or Your Card details; or
  - (ii) by sending a letter addressed to You at the address that We hold for You on Our records. The letter will always quote at least the last 4 digits of Your Account Number.
- 19.3 If You are contacted in any other way, even if the person contacting You states that he/she is a representative of the Bank or the police or some other law enforcement agency, then You should not provide any information. It is likely that the person contacting You is a fraudster. Instead You should contact Us in one of the ways set out in Section 1 Part 1 of these General Terms and Conditions - Business Accounts. You can find useful information on how to protect Yourself from fraud on Our Website at [danskebank.co.uk](http://danskebank.co.uk).

## 20. Closing the Account.

- 20.1 Unless You are a Corporate Opt-out Customer, We can terminate this Agreement and close Your Account by giving You at least two months' notice. This Clause does not apply to the terms of any overdraft that We have granted to You. We can do this for one of the following reasons:
- (a) We have reasonable grounds to believe that You are no longer using the Account;
  - (b) We, acting reasonably, are dissatisfied with the way that You are operating the Account. This could arise for example where there are a significant number of payment instructions which We cannot comply with because You do not have enough money in Your Account or where the amount of time that We have to spend on the administration of Your Account exceeds what We would consider to be reasonable;
  - (c) You have failed, within a reasonable period of time, to provide Us with information which We may reasonably expect You to provide to Us in connection with the operation of Your Account;
  - (d) To comply with any changes in law or regulation, including decisions of the courts or Financial Ombudsman;
  - (e) To ensure that Our business is profitable and competitive and that Our product range enables Us to achieve Our business and strategic objectives;
  - (f) For any other valid reason - provided that the closure of Your Account is a proportionate and reasonable response to the underlying reason.
- If We close Your Account, money can be taken out of Your Account by Us to cover any

money owed including interest and service charges.

If You are a Corporate Opt-out Customer then this Clause 20.1 will apply save that the period of notice can be less than two months but will always be at least thirty days and We can close Your Account for any reason whether that reason is listed at 20.1 or not.

- 20.2 You may close the Account at any time without penalty by contacting Us. We may ask You to put Your request in writing. Closure following such notice will only take effect when any outstanding transactions are completed. We may ask You to give Us back Your cheque book and Cards (if applicable). You must pay anything which You owe on the Account including interest and service charges. When You have closed the Account, You must cut any Cards vertically through the magnetic stripe and electronic chip on the Card.
- 20.3 We may treat this Agreement as unenforceable or void in the event that You breach any of the conditions of this Agreement. In these circumstances We may close Your Account immediately. We will only exercise Our rights under this Clause 20.3 in the following circumstances:
- (a) We reasonably consider that by continuing the Agreement We (or another member of the Danske Bank group of companies) might break a law, regulation, code, court order, sanction (whether or not imposed in the UK), or other duty, requirement or obligation which might expose Us (or another member of the Danske Bank group of companies) to claims from third parties or reputational damage or to legal action or censure from any governmental, inter-governmental or

- supranational body, agency, department or regulator, law enforcement agency or other competent authority;
- (b) You are bankrupt, insolvent, have entered into a voluntary arrangement with Your creditors, gone into liquidation or administration, had a receiver appointed, or any other analogous event;
- (c) You act, or are suspected of acting, fraudulently or with negligence or You use (or You knowingly allow someone else to use) Your Account illegally or for criminal activity (including receiving proceeds of crime into Your Account);
- (d) We suspect that there is a threat to the security of Our systems;
- (e) Your relationship with Us has broken down or You have shown threatening or abusive behaviour towards any member of Our staff;
- (f) You are in breach of any material obligation under these General Terms and Conditions and any Special Terms and Conditions and You have failed to remedy the breach within a reasonable time of Us requesting You to do so.
- 20.4 Any termination of the Agreement by whatever means is without prejudice to liabilities accrued prior to such termination.
- 21. Package Agreements with Us**
- 21.1 You may apply for a Package with Us subject to the Special Terms and Conditions for each of the Accounts, Services and benefits that are included in the Package. If You select a Package then You will complete a Customer Agreement.
- 21.2 If the Package and/or any Account, Service or benefit of the Package selected by You is provided to You at a discounted rate because of other arrangements between You and/or a third party with the Bank, the Bank reserves its right to levy the standard fees and service charges applicable to the Package and/or the Accounts, Services or benefits upon termination of those other arrangements.
- 21.3 You may terminate Your Customer Agreement at any time in accordance with Clause 20.
- 21.4 We may terminate Your Customer Agreement at any time by giving You written notice in accordance with Clause 20.
- 21.5 The termination of Your Customer Agreement by any means will (subject to these General Terms and Conditions and to any Special Terms and Conditions of each Account, Service or benefit) cause the termination of the Account, Service or benefits that are part of the Package.
- 21.6 Any termination of Your Customer Agreement by whatever means is without prejudice to liabilities accrued prior to such termination.
- 22. Dormant Accounts**
- 22.1 We participate in the unclaimed assets scheme established under the Dormant Bank and Building Society Accounts Act 2008. The purpose of the scheme is to enable money in dormant accounts (i.e. balances in accounts that have been inactive or dormant for 15 years or more) to be distributed for the benefit of the community while protecting the rights of customers to reclaim their money. Under the scheme, We may transfer balances of dormant accounts to Reclaim Fund Ltd (RFL).
- 22.2 RFL is a not-for-profit reclaim fund which is authorised and regulated by the Financial Conduct Authority. If We transfer the balance of Your Account to RFL, You will have against RFL whatever right to payment of Your balance You would have had against Us if the transfer had never happened. However, We will remain responsible for managing all aspects of the customer relationship with You and for handling all repayment claims (which We will do on behalf of RFL). Therefore, You should continue to contact Us in the usual way if You have any queries or complaints in relation to Your Account or balance.
- 22.3 Both We and RFL participate in the Financial Services Compensation Scheme (FSCS). The transfer by Us to RFL of Your balance will not adversely affect any entitlement You have to compensation from the FSCS.
- 22.4 Before We classify an Account as dormant, We will try to contact You, making reasonable endeavours having regard to all the circumstances and seek Your instructions. If Your Account is classified as dormant then We will close Your Account and all Services on the Account, including statements and correspondence will be terminated.
- 22.5 Funds transferred to the unclaimed assets scheme will remain Your property (or if You die it will form part of Your estate unless the Account is a joint Account in which case it will usually pass to the surviving Account Holder(s)).
- 23. Change of Personal Details**
- 23.1 You must inform the Bank of any change of name, address, phone number or email address as soon as reasonably practicable by giving notice in one of the ways set out in "How You can contact Us".

23.2 If correspondence is returned to Us by the postal authorities then We will not be able to send You important information about Your Account. This may also mean that We are unable to send You the Personalised Security Credentials to operate Your Account. We will hold mail for You to collect from Your Branch. If Your Account has an Additional Cardholder then this Condition also applies to the Additional Cardholder.

23.3 If You change Your mobile phone number then You should inform Us immediately. If We do not have this information then We may continue to send text alerts to You which could include a text alert asking You to contact Us in relation to a Service that We offer.

23.4 If You change Your email address then You should inform Us immediately. If We do not have this information then We may continue to send email messages to You which could include alerts about Your Account or alerts about important information that We have sent to Your eArchive.

#### 24. Use of Your personal and business information

24.1 In order to provide You with banking services, including advice and products, and also to meet Our legal obligations as a financial institution, We will collect and use Your personal and, if You are a business customer, Your business information. You can read more about what personal information We hold, how We use it and Your rights in Our data protection privacy notice; 'How we use your personal and business

information', which can also be provided in hard-copy for You.

24.2 If You use the services of a TPP to provide You with Account Information Services then Clause 8 applies. If You use the services of a TPP to provide You with Payment Initiation Services then Clause 5.5.9 applies. TPPs which are authorised and regulated by the FCA must comply with their obligations under the Payment Services Regulations.

24.3 We are prepared to provide banker's references. However, We will only do so with Your prior written consent.

#### 25. Notices and communication

25.1 Notices and other communications between You and Us in relation to this Agreement should be given in writing unless:

- (i) otherwise agreed between Us; or
- (ii) We determine otherwise. This would apply for example where We need to contact You urgently.

25.2 Where You have a District Agreement then We may send communications to You through District. You agree that We can contact You by electronic means through eArchive in District. For instance, if You have an overdraft with Us, this means that We will send statutory notices and documents to eArchive. Any statutory notices and documents We send to You will be in a printable and/or downloadable format. You must let Us know of any changes to Your email address, other address or mobile phone number. We are increasing the types of documents which are made available in eArchive. If We decide to stop the paper format, You will be informed.

25.3 Unless We have agreed with You that You

can communicate with Us in some other way, You should give notices to Us in writing by post to Our registered address or by writing to Danske Bank at PO Box 2111 Belfast BT10 9EG. You can also give notices to Us through secure mail in District. The date of receipt of a notice given by You to Us under this Clause 25.3 is deemed to be the date of actual receipt by Us or where that day is not a Business Day, the next Business Day. If You choose to write to Us at a different address to that set out in this Clause 25.3 or through secure mail in District then there may be a delay in processing Your correspondence. For further information, please see 'How You can contact Us' section.

#### 26. Variation of these Terms and Conditions

This Clause does not apply to the terms and conditions that apply to any overdraft that We have granted You.

26.1 We may, for any reason set out in Clause 26.7 below:

- (a) introduce a fee or service charge relating to the Account and/or vary the amount, frequency or time for payment of any fees or service charges relating to the Account, Service or Package;
- (b) add to, remove, change or impose restrictions on the benefits of the Account, Service or Package; or
- (c) make any change to these General Terms and Conditions or to any Special Terms and Conditions for Your Account or any Service.

26.2 Subject to Clauses 14 and 16 in relation to changes to interest rates and unless the Special Terms and Conditions for Your

Account state otherwise, and subject to Clause 26.7, We may alter these Terms and Conditions at any time having given You two months' written notice of any changes.

If You are a Corporate Opt-out Customer then this Clause 26.2 will apply save that the period of notice can be less than two months but will always be at least thirty days. Provided We have given You notice, We can make a change under this Clause 26 and We can do so for any reason whether listed at Clause 26.7 or not.

- 26.3 We may communicate such changes by sending a summary of the proposed changes to You. This summary will contain a reference to Our Website, where We will provide detailed information relating to the changes and/or revised terms and conditions. However, if You so request, We will send You paper copies of the detailed information and/or a copy of the revised terms and conditions.
- 26.4 Once We have given You notice of the proposed changes, if You do not tell Us that You object to the changes, before the date on which they are due to come into effect, then they will take effect on the date indicated. If You do object to the changes, then You have the right to end this Agreement and close Your Account immediately and without being charged anything extra.
- 26.5 In the event of any change in applicable law or regulation, or in other circumstances outside Our control, We may give a shorter period of notice as We consider, on reasonable grounds, to be justified.
- 26.6 All changes in relation to the applicable

interest and exchange rates will be communicated to You in accordance with Clauses 16 and 17 respectively.

26.7 The changes referred to in Clause 26.1 will be made for one or more of the following reasons:

- (a) by agreement with You;
- (b) to reflect the introduction or development of new systems, methods of operation, services or changes in technology (including expected changes) provided that the change is a reasonable response to the underlying reason for the change;
- (c) to maintain or improve operating conditions or service levels;
- (d) to reflect the genuine increased costs of providing Your Account, including for example the cost of introducing, developing, running and/or maintaining systems and services;
- (e) to respond reasonably to any change or expected change in market conditions, general banking practice or the cost of providing services to customers;
- (f) to respond reasonably to legal or regulatory changes. This would include:
  - Changes in general law or decisions of the Financial Ombudsman Service,
  - Changes in regulatory requirements,
  - Changes in industry guidance and codes of practice which raise standards of consumer protection;
- (g) to ensure that Our business as a whole is profitable and that Our product range and charging structure enables Us to achieve Our business and strategic objectives

(which are set internally) - provided that any such change is reasonable and does not result in an Account Holder being treated unfairly;

- (h) to make these General Terms and Conditions or any Special Terms and Conditions fairer or clearer for You provided that any such change does not materially alter the Agreement that You have entered into with Us;
- (i) To make changes and improvements to Our products, services or charging structures where the changes are of benefit to You or where the changes make it easier for You to manage Your Account; or where the changes provide You with alternative or more cost effective ways to manage Your Account;
- (j) For a reason not set out herein but otherwise expressly notified to You in writing provided that the reason is a reasonable response to the underlying reason and strikes a fair balance between Our legitimate interests and Your own interests.

## 27. General

27.1 Nothing in this Agreement shall:

- (a) exclude or restrict the Bank's liability for fraudulent misrepresentation by the Bank, its employees, officers or agents or for death or personal injury resulting from the negligence of the Bank, its employees, officers or agents; or
- (b) operate so as to reduce Your statutory rights relating to faulty or misdescribed Services where the Bank's Services are supplied to

- You as a consumer. For further information about Your statutory rights contact Your local Trading Standards Department or Citizens Advice Bureau.
- 27.2 We may comply with the terms of any Court Order or other analogous proceedings (where We are advised to do so) and may stop or suspend the operation of Your Account or any Service on Your Account in order to comply with such proceedings.
- 27.3 You may not assign, sub-licence, transfer or otherwise dispose of any of Your rights or sub-contract, transfer or otherwise dispose of any of Your obligations under this Agreement without Our prior written consent.
- 27.4 We may sub-contract Our rights or obligations under this agreement to Our sub-contractors and any sub-contracting shall not affect Our responsibilities and liabilities under this Agreement.
- 27.5 We may at any time assign all or part of Our rights under this Agreement (which include Our rights to payment of any sums due by You) and may disclose to any potential assignees such information regarding You and Your affairs as We may see fit.
- 27.6 If any provision of this Agreement is held to be unenforceable, it will not affect the validity and enforceability of the remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provisions.
- 27.7 Failure or delay by either party in enforcing any term of this Agreement shall not constitute a waiver of such term.
- 27.8 The parties do not intend that any term of this Agreement shall benefit or be enforceable by a third party by operation of The Contracts (Rights of Third Parties) Act 1999.
- 27.9 Where You transfer Your Account to Us and as a result security (such as a mortgage or charge) is also transferred to Us, the Bank's general policy is not to make any payment towards legal and/or valuation charges arising from the transfer of such security to Us. From time to time We may offer incentive schemes. Where this applies We will make this clear to You at the date that You apply for any of Our Services.
- 27.10 We will comply with Our obligations under the Current Account Switch Guarantee when You switch Your Current Account to or from Us using the Current Account Switch Service. You will not be eligible to use the Current Account Switch Service where You have more than 50 employees and have an annual turnover exceeding £6.5million.
- 27.11 By agreeing to these Terms and Conditions You are confirming to Us that the money in the Account is and will remain Yours at all times.
- 28. Right of Set-off**  
If any money You owe Us [for example on a loan, credit card, overdraft on a current account or any other type of account] is overdue for payment, We may use any money You have in any of Your Accounts with Us to reduce or repay what You owe by way of set-off.
- 29. Governing Law**  
If Your Branch address as stated on Our records and on Your statement is situated in Northern Ireland then this Agreement shall be governed by and interpreted in accordance with the laws of Northern Ireland and You agree to submit to the non-exclusive jurisdiction of the Courts of Northern Ireland. However, if Your address as stated on Our records and on Your statement is situated in Great Britain then We agree that this Agreement shall be governed by and interpreted in accordance with the laws of England and Wales and You agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales.



## Payment Table

The timetable set out in the Payment Table may be suspended in certain circumstances which are beyond our control where there are abnormal or unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all our efforts to the contrary.

We also reserve the right to suspend or delay a payment either into or out of your account where we, acting reasonably, decide to carry out further checks. In these circumstances we will still seek to comply with our statutory obligations for execution of the payment under the Payment Services Regulations 2017 (as amended).

The Payment Table assumes the following:

- payments are in sterling, unless it says otherwise.
- the entry date is a Monday.
- there are no non-Business Days in the relevant period.

## Definitions

- **'Bacs Service User'** means an entity sponsored to use Bacs to submit payment information. A Bacs Service User is bound by the Bacstel-IP Services Customer Terms and Conditions.
- **'Bacs Service User Number'** (also known as Bacs Service User ID) means the unique number allocated to a Bacs Service User.
- **'Business Day'** means a day when the Bank is usually open for business as required for the purposes of executing payment transactions. Different days apply depending upon the payment system that is used to make the payment as follows:

Payments into your account by CHAPS (including standing orders) – a Business Day is a Monday, Tuesday, Wednesday, Thursday and Friday (excluding English bank holidays).

Payment into your account by Faster Payments Service or by Internal transfer (except for standing orders) – a Business Day is a Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday.

Standing order payments into your account by Faster Payments Service - a Business Day is a Monday, Tuesday, Wednesday, Thursday and Friday (excluding English bank Holidays).

Payments out of your account by CHAPS (including standing orders)- a Business Day is a Monday, Tuesday, Wednesday, Thursday and Friday (excluding Bank and other holidays in Northern Ireland).

Payments out of your account by Internal transfer or by Faster Payments Service (excluding standing orders) – a Business Day is a Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday.

Standing order payments out of your account by Faster Payments Service - a Business Day is a Monday, Tuesday, Wednesday, Thursday and Friday (excluding Bank and other holidays in Northern Ireland).

Files submitted with your Bacs Service User Number if you are an Indirect Submitter using a Commercial Computer Bureau or In House Bureau or;

Files submitted with your Bacs Service User Number if you are a Direct Submitter - a Business Day is a Monday, Tuesday, Wednesday, Thursday and Friday (excluding English Bank Holidays).

- **'Current standard spending limits'** means the current standard spending limits that apply when you give us an instruction to take funds from your account using a particular method (such as a card). We may have agreed individual spending limits with you which are different. The spending limit always depends on the available balance in your account. Where the limit is detailed as 'Does not apply' this means that the limit is the available balance on your account.
- **'Cut-off time'** means a time, usually towards the end of the Business Day, after which any payment order received (whether to credit or debit your account) will always be deemed to have been received on the following Business Day. The Cut-off time for any payment order received at a branch counter will always be before the branch closing time on that Business Day. On Christmas Eve (or the last Business Day before 25th December) the Cut-off time for standing order, cheque, direct debit and future dated payments out of your account is 11.30am.
- **'EEA'** means the European Economic Area, comprising the Member States of the European Union, plus Iceland, Liechtenstein and Norway;

- **'Entry date'** means either the date a cheque or other item paid into your account appears on it, or the date you ask us to make a payment from your account. (In both instances, it is the date we consider ourselves to have received your payment instruction).
- **'Foreign payment'** means either:
  - (i) sending money within the UK (in a currency other than sterling);
  - (ii) sending money outside the UK (in any currency);
  - (iii) receiving money within the UK (in a currency other than sterling); or
  - (iv) receiving money from outside the UK (in any currency).
- **'Guaranteed date'** means the date after which it will no longer be possible for a cheque or other item paid into your account to be returned unpaid, unless you give your consent as the Payee for this, or you are knowingly involved in fraud.
- **'Internal transfer'** means a payment made between 2 accounts where both the Payer's bank account and the Payee's bank account is held with Northern Bank Limited trading as Danske Bank.
- **'Maximum execution time'** means in the case of a payment out of your account, the latest date by which we will have credited the payee's bank (or its agent) with the payment. On some occasions when using District the period set out in the table may have to be extended. See the notes to the Payment Table.
- **'Qualifying Area'** means the territory of the United Kingdom and the EEA states;
- **'Qualifying State'** means each of the EEA states and the United Kingdom;
- **'Third Party Provider' ('TPP')** means an independent provider of services which can offer Account Information Services or Payment Initiation Services to You, or which issues instruments for making Card Based Payments out of Your Account.
- **'Value date'** means the date by which we take account of any item paid into your account, or any item paid out of your account, when we work out any relevant interest.
- **'Withdrawal date'** means the date by which you will be able to withdraw the proceeds of a cheque or any other item paid into your account.

**Payment Table – Part 1**  
**Payments into your account**

Payment type	Method/channel of payment order	Entry date	Cut-off time	Value date	Withdrawal date
Cash deposits [in the same currency as the account is held]	Over the counter at one of Our branches [see note 1], at an express deposit box in one of Our branches [see note 2], or at another UK bank [see note 3].	Monday	Branch closing time Monday	Monday	Monday
Cash deposits [in pounds sterling, unless it says otherwise] - via Night Safe and Day Safe	Lodgement deposited via Night Safe at one of Our branches - to be opened by Bank		9,00am Monday		
	Lodgement deposited via Night Safe at one of Our branches - to be opened by customer	Branch closing time Monday			
	Lodgement deposited via Day Safe facility at one of Our branches	Monday [see note 2]	4,30pm Monday		
Lodgement deposited via a 3rd party (such as G4S) to a branch address [see note 4]	Monday				
Cash Deposit made at Danske Bank Cash Centre in Northern Ireland	Lodgement made directly to the Danske Bank Cash Centre in Northern Ireland - where you are a Corporate Opt-out Customer	Monday	4,00pm previous Friday [see note 6]		Monday
Post Office® cash deposits [sterling only - restrictions and limits apply. See the terms and conditions for further details]	Over the counter at a Post Office® branch using a Danske Bank Mastercard Business Debit Card	Tuesday [see note 13]	Closing time for the Post Office® branch being used - Monday		Monday
Electronic payments	Bacs payment	Monday	N/A	Monday	Monday [see note 7]
	CHAPS payment [see note 8]		5,40pm Monday		
	Faster Payments Service [see notes 8 and 9]		Midnight Monday		
	Faster Payments Service - standing order [see note 10]		6,00pm Monday		
	Foreign Payments [all currencies] [see note 11]	Monday	4,00pm Monday	Monday or as shown on the payment letter [see note 12]	Same as the value date [see note 7]
	Any Danske Bank branch in Northern Ireland		Branch closing time Monday	Monday	Monday
	District		Midnight Monday		
	Original Credit [see note 14]			The date that we receive the payment [note; this can be up to 2 days prior to the Entry date]	Same as value date

**Notes on cash deposits and electronic payments into your account**

- This applies if the deposit is counted by a cashier in your presence. Cash deposits made on a Saturday will be processed that day.
- Cash deposits made in an express deposit box or Day Safe on a Saturday in a Danske Bank branch in Northern Ireland will be processed that day.
- Other UK banks may accept sterling cash deposits but the Entry date will always be the date we receive the funds.
- You will need to agree the delivery time with the security carrier that delivers your deposits to the branch.
- We reserve the right to rely on the details on the lodgement slip to make the credit entry to your account. If there is a difference between the verified amount and the details on the lodgement slip, we will amend the credit entry.
- The deposit must be received at the Danske Bank Cash Centre in Northern Ireland before the Cut-off time. You will need to agree the delivery time with the security carrier that delivers your deposits to the Danske Bank Cash Centre in Northern Ireland.
- We cannot normally return funds which have been paid into your account. However, in special circumstances, we may have a duty to return the payment. We will always tell you of the reasons for this when it happens.
- We will credit incoming CHAPS payments and Faster Payments on a Business Day [see definitions at the start of the Payment Table for more details].
- If you withdraw funds against a Faster Payment before the Value date, you may receive less credit interest or have to pay debit interest.
- Standing orders can only be received via Faster Payments up until 6,00pm Monday to Friday [excluding English Bank holidays].
- The Cut-off time applies to payments where we are advised by the payer's bank that it should be treated as having the same day value.
- The Value date will never be later than the date we receive the funds, provided they are received before the Cut-off time. The Value date will be shown on the advice note or other notification we send to you about the payment. If you withdraw funds against an incoming foreign payment before the Value Date you may receive less credit interest or have to pay debit interest.
- If you pay cash into your account [subject to the terms and conditions for your account] at a Post Office® branch we will make the funds available to you immediately. The Value Date will also be the same day that you made the lodgement. Although your available balance will be adjusted immediately the Entry Date which appears on your statement will be the next Business Day.
- For some Original Credits the Value Date will be the date that the payment is actually credited to our bank account.

**Cheques paid into your account**

The table below shows the processing times that will apply when you lodge a sterling cheque which is drawn on a bank in the UK and paid into your current or savings account to clear (sometimes called the clearing cycle). It assumes that the cheque is paid in at a counter of a Danske Bank branch in Northern Ireland. You can also make a cheque payment into your account at most Post Office® branches in Northern Ireland. It is important that you read the Notes to this section carefully..

**Note:** Cheques drawn on a Northern Ireland bank cannot be presented for payment on a Northern Ireland bank holiday.

All times are quoted using 24 Hour clock. The Image Clearing Process commenced on 30 October 2017 has now been fully implemented.

Date of lodgement (see notes 5 and 6)	Cut-off time	Entry date	Value date	Withdrawal date (see notes 2, 3 and 4)	Guaranteed date	Date original cheque is destroyed
Monday	Branch closing time	Monday	Tuesday (00.01 hours)	Tuesday (by 23.59 hours)	Tuesday (23.59 hours)	Thursday
Saturday (see note 1)	Branch closing time	Saturday	Tuesday (00.01 hours)	Tuesday (by 23.59 hours)	Tuesday (23.59 hours)	Thursday

**Notes on cheque payments into your account**

1. If you deposit a cheque, at one of our branches, to a bank account held with us on a Saturday, the Entry date will be Saturday, and all other dates in the clearing process will be as detailed in the table above.
2. The exact time when the amount of the cheque can be withdrawn will not be separately advised to you. However you will notice that your available balance will have been changed by the amount of the cheque. You can view your available balance within District or at any of our cash machines by requesting a mini statement.
3. If you withdraw funds against a cheque before the Value date, you may receive less credit interest or have to pay debit interest. If you withdraw against a cheque before the Guaranteed date and it is returned unpaid, you will still be liable (legally responsible) for the amount of the cheque and any credit interest paid, and we may charge these amounts to your account. If your account is or goes overdrawn, you may also have to pay debit interest and other charges. See our 'Interest rates' and 'Fees and service charges explained' leaflets for more details.
4. We have the right to prevent you from withdrawing funds against a cheque before the Withdrawal date.
5. If you deposit cheque(s) at a Post Office® branch before the cut off time which applies at that Post Office® branch, we will receive the cheque(s) for processing on the next Business Day and that will be the Entry date for the purposes of the table set out above. Cut off times at Post Office® branches will vary and you should check with the Post Office® branch for details.
6. If you deposit cheques at a Post Office® branch after the cut off time applicable to that Post Office® branch, we will receive the cheques for processing two Business Days after the day you made the deposit. The Entry date, for the purposes of the above tables, will be two Business Days after you made the deposit at the Post Office®.

## Payment Table – Part 2

### Payments out of your account

If you wish to be certain that a payment will be made from your account you should ensure that there is enough money in your account at the Cut-off time specified in the table below at the time that the payment is due to be taken from your account.

Payment type	Method/channel of payment order	Entry date	Cut-off time	Value date	Maximum execution time	Current standard spending limits (if these apply) [see note 1]
Cash withdrawal in pounds in the UK (unless it says otherwise) [see note 16]	Over the counter at one of Our branches [see note 2]	Monday	Branch closing time Monday	Monday	Monday	For withdrawals of large cash amounts or specific note denominations, you may need to give notice to your branch [see note 3]
	Cashback at the point of sale - for example, a supermarket or petrol station [see note 4]		Midnight Monday			Scheme limits apply. Retailers' limits apply up to the level of the scheme limits
	From cash machines <ul style="list-style-type: none"> <li>- At Danske Bank in the UK</li> <li>- At another UK Bank [see note 5]</li> <li>- At a foreign bank [see note 4]</li> </ul>		Midnight Monday Monday, before 8pm Monday, after 8pm Midnight Monday		Monday Tuesday Wednesday Wednesday	Mastercard Business Debit Card £350 each day. You can ask us to adjust spending limits
Electronic payments - internal transfers [known as 'Account transfer-Internal' in District]	Any Danske Bank branch in Northern Ireland	Monday	Branch closing time Monday	Monday	Monday	Does not apply
	Business Direct / Telephone		Business Direct closing time Monday			
	Standing order		9.30pm Monday [see note 6]			
	District and where you are accessing the Account using the services of a TPP that uses the Open Banking APIs [see notes 17 and 19]		Midnight Monday			
District - with conversion [see notes 12 and 17]			5.30pm Monday [see note 15]			
Electronic payments - Faster Payments Service [see note 7]	Any Danske Bank branch in Northern Ireland	Monday	Branch closing time Monday	Monday (payments made before 3.30pm)	Monday	£100,000 per payment
	District and where you are accessing the Account using the services of a TPP that uses the Open Banking APIs [see notes 17 and 19]		Midnight Monday	Tuesday (payments made after 3.30pm)		£250,000 per payment
Electronic payments - CHAPS payments	CHAPS - at any Danske Bank branch in Northern Ireland	Monday	Monday 4.30pm	Monday	Monday	Does not apply
	CHAPS - via District and where you are accessing the Account using the services of a TPP that uses the Open Banking APIs [see notes 17 and 19]		Monday 5.00pm			
Electronic payments - standing orders [see note 8]	Standing Order - Faster Payments Service	Monday	9.30pm Monday [see note 6]	Monday (payments made before 3.30pm) Tuesday (payments made after 3.30pm)	Monday	£100,000 daily limit
	Standing Order - CHAPS payment					Does not apply
Electronic payments - Direct Debit	UK Direct Debit Scheme	Monday	Midnight Sunday [see note 6]	Monday	Monday	Does not apply
	SEPA Core Direct Debit Scheme (Euro Currency Accounts only)		Midnight Sunday			
	SEPA B2B Direct Debit Scheme (Euro Currency Accounts only)		Midnight Sunday			
Electronic payments - Bacs Payment using a Bacs Service User Number	Bacstel-IP Service User - Indirect submitter using District and where you are accessing the Account using the services of a TPP that uses the Open Banking APIs - Credit Transactions [see notes 9, 17 and 19]	Wednesday	5.30 pm Monday	Wednesday	Wednesday	Bacstel-IP Service Limit [see note 10]
	Bacstel-IP Service User - Indirect submitter using District - Direct Debit Transactions [see note 9]		5.00pm Monday			
	Bacstel-IP Service User - Indirect Submitter using Commercial Computer or In-House Bureau [see note 9]		10.30 pm Monday	Wednesday	Wednesday	Bacstel-IP Service Limit [see note 10]
	Bacstel-IP Bacstel-IP Service User - Direct Submitter [see note 9]		10.30 pm Monday			
Electronic payments - Point of Sale	Point of Sale Transactions - domestic electronic payments, foreign payments(all currencies), eCommerce and Domestic or Foreign recurring transactions [all currencies] [see note 4]	Monday	Midnight Monday	Monday	Monday	Does not apply (£100 per transaction if contactless)

**Electronic payments - Foreign payments out of your account (Express and Standard) and transfer to your own account within or outside Danske Bank Group [known as Group Payment][see note 11] - at any Danske Bank branch in Northern Ireland, through District and when you are accessing your account using a TPP that uses the Open Banking APIs (see note 19)**

Type of payment order	Destination bank	Conversion (See note 12)	Currencies (see note 13)	Entry date	Cut-off time	Value date	Maximum execution time (See note 18)				
Standard	Within the Danske Bank Group	With and without conversion	EURO	Monday	Monday 4.30pm	Monday	Monday				
		Without conversion	BGN, CHF, CZK, DKK, GBP, HRK, HUF, ISK, NOK, PLN, RON, SEK				Monday				
			All other currencies				Wednesday				
		With conversion	GBP and All EEA currencies (except EURO)				Tuesday				
	Outside the Danske Bank Group	With and without conversion	EURO				Tuesday				
			GBP and all EEA currencies (except EURO) within the Qualifying Area				Tuesday				
		With and without conversion	All other currencies				Wednesday				
Express	Within the Danske Bank Group	With and without conversion	EURO (see note 14)	Monday	Monday 4.30pm	Monday	Monday				
			Without conversion				BGN, CHF, CZK, DKK, GBP, HRK, HUF, ISK, NOK, PLN, RON, SEK (See note 14)	Monday			
		USD					Monday 2.30pm				
		All other currencies					Monday 2.30pm				
		With conversion	DKK, GBP, NOK, SEK, USD				Monday 2.30pm				
			BGN, HRK, ISK, PLN, RON				Monday 11.00am				
			CHF, CZK, HUF				Monday 12pm				
			All other currencies				Monday 2.30pm				
	Outside the Danske Bank Group		With and without conversion				EURO and DKK, GBP, NOK, SEK, USD	Monday 2.30pm			
							BGN, HRK, ISK, PLN, RON	Monday 11.00am			
		CHF, CZK, HUF					Monday 12pm				
		All other currencies					Monday 2.30pm				
	Group Payment - Transfer to own account within the Danske Bank Group [see note 11]	Within the Danske Bank Group	With and without conversion				EURO and all other currencies	Monday	Monday 5.30pm (see note 15)	Monday	Monday
Group Payment Outside Danske Bank Group (see note 11)	Outside the Danske Bank Group	With and without conversion	EURO and DKK, GBP, NOK, SEK, USD	Monday	Monday 2.30pm	Monday	Monday				
			BGN, CHF, CZK, HRK, HUF, ISK, PLN, RON				Monday 10.00am				
			All other currencies				Monday 2.30pm				
					Tuesday	Tuesday					

## Notes on payments out of your account

1. Spending limits can be changed. We will give you notice by updating the Payment Table (available on our website) of the limits from time to time. Spending limits also depend on the available balance in your account. For District customers spending limits will also depend on whether you have approved any payment limits on users or accounts.
2. Where a counter service is available on a Saturday cash withdrawals at the counter will be processed that day.
3. The Bank reserves the right to limit the amount of cash that you can withdraw from your account at any one time. Where you require to make a large withdrawal then the Bank may decide to make payment to you using alternative means other than cash. For example the Bank may decide to make the payment to you by banker's draft.
4. The Entry date is normally the Business Day after the transaction took place but can be later. We may reduce the available funds on your account at the time the transaction takes place.
5. The Entry date is normally the Business Day after the transaction took place if the transaction was made before 8pm, but can be later. We may reduce the available funds on your account at the time the transaction takes place.
6. The Cut-off time varies depending on the type of payment and the type of account you hold. You should make arrangements to have sufficient cleared funds in your account by midnight on Sunday and to retain those funds in your account until the standing order or direct debit is taken out of your account on Monday, if you want to be sure that the payment will be made.
7. If you send a Faster Payment on a Saturday or Sunday or English Bank holiday or after the Cut-off time we will treat the payment as being sent for the purposes of calculation of interest on the following business day, where that is not a Saturday, Sunday or English Bank holiday.
8. In accordance with the terms and conditions for your account, we will select the method by which the payment is sent. If the payment is sent by CHAPS, the payee's bank may charge a fee.
9. Bacs Service Users are assumed for the purposes of this Payment Table to send their files to Bacs on Monday.
10. You must operate within the financial limit we have agreed with you for the purposes of the Bacstel-IP Service. If this is breached you may be charged.
11. A Group Payment is a payment made to an account in your name or, whenever it applies, to an account in the name of your parent company, or subsidiary company, or any company which has the same parent company as you.
12. This table assumes conversion takes place at the payer's bank. Conversion is where you ask us to send the payment in a currency which is different to the currency of your account. We will carry out the currency conversion before the payment is sent.
13. This column details the currency in which the payment is sent. Euro (EUR), Bulgarian Lev (BGN), Swiss Francs (CHF), Czech Koruna (CZK), Danish Kroner (DKK), Pounds Sterling (GBP), Croatian Kuna (HRK), Hungarian Forint (HUF), Icelandic Kroner (ISK), Norwegian Kroner (NOK), Polish Zloty (PLN), Romanian Lei (RON), Swedish Kronor (SEK), US Dollar (USD).
14. The Express service offered for this type of transaction is the same as the Standard service. Standard service fees will apply if you select the Express service.
15. If the payment requires a currency conversion and the amount is over £25,000 then the Cut-off time is 5.00pm
16. Where you make a withdrawal at a Post Office® branch (subject to the terms and conditions of your account) the Entry date which will appear on your bank statement will be the next business day after you make the withdrawal. This means, for example, that if you withdraw cash at a Post Office® on a Friday or Saturday the Entry date for the purposes of the above table, will be Monday.
17. Sometimes, for your added protection we need to carry out extra checks before making certain payments out of your account through District. Where this applies the Maximum Execution Time will be either the time set out under the relevant column of the Payment Table or the close of business on the following Business Day - whichever is the later. We will not always contact you to tell you that the payment may be delayed.
18. Sometimes, for your added protection we need to carry out extra checks before making an outgoing foreign payment through District. Where this applies the Maximum Execution Time will be either
  - (a) the time set out under the relevant column of the Payment Table; or
  - (b) in the case of Euro payments or a payment which has been converted to Euro before being made, the close of business on the following Business Day; or
  - (c) in the case of a payment which is not Euro (but is GBP or an EEA currency) to another bank within the Qualifying Area the close of business on the fourth Business Day after the day we received the payment instruction - whichever is the later. We will not always contact you to tell you that the payment may be delayed.
19. Payments made in District or by a TPP using the Open Banking APIs are processed as Credit Transfers.

**Cheques paid out of your account**

**Note:** Cheques drawn on a Northern Ireland bank cannot be presented for payment on a Northern Ireland bank holiday.

All times are quoted using 24 Hour clock. The Image Clearing Process commenced on 30 October 2017 and has now been fully implemented.

Date of lodgement by payee (see notes 1 and 2)	Entry date	Value date	Pay/no pay decision (see notes 3, 4 and 5)
Monday	Tuesday (between 00.30 and 07.00 hours)	Tuesday (between 00.30 and 07.00 hours)	Tuesday (between 00.30 and 15.30 hours)

**Notes on cheque payments out of your account**

1. This can be any time after you give the cheque to the payee - this table assumes that day is Monday and before the cut off time at the place where the lodgement takes place.
2. A cheque can be lodged in many ways including over a counter of the Bank, through another bank or in some instances a bank may accept lodgements made using a digital image of a cheque provided that the digital image meets the requirements set out in Cheque Clearing System rules.
3. You can ask us to cancel a cheque before the 'pay' decision has been made. We will use best endeavours to comply with your instruction within a reasonable period of time but we cannot guarantee that we will be able to do so. You should contact us in the following way if you

want us to cancel a cheque: telephone us at 0345 6002882. Lines are open between 8am and 6pm Monday to Friday and between 9am and 5pm on Saturdays and Sundays, except for bank holidays or other holidays in Northern Ireland when the bank is not open for business. Call charges may vary. Please contact your phone company for details. We may record or monitor calls to confirm details of our conversations, and for verification and quality purposes.

4. If we decide not to pay a cheque we will reverse any accounting entries. You will also have to pay the fee set out in our 'Fees and service charges explained' leaflet.
5. Where your account would go into an Unarranged Overdraft if we decided to pay a cheque by allowing a payment despite lack of funds we will not make that decision until after 14.00 hours. A decision will always be made before 15.30 hours.

6. We will not notify you once a decision to pay a cheque has been made. If a decision has been made not to pay the cheque then the accounting entries will be reversed after 15.30 hours and we will send you a notice setting out the reason for our decision.



## Section 2

### Special Terms and Conditions – Business Current Accounts

This section sets out the Special Terms and Conditions which apply to the following business current Accounts. These Special Terms and Conditions are in addition to the General Terms and Conditions – Business Accounts. Unless otherwise stated where any Special Terms and Conditions are not consistent with the General Terms and Conditions then the Special Terms and Conditions will apply to the extent of that inconsistency in relation to the relevant Account.

#### If You are a Corporate Opt-out Customer

If We have notified You that You are a Corporate Opt-out Customer then some of these Terms and Conditions will apply differently as explained in the separate Corporate Opt-out notification provided to You. To enable You to identify the Conditions that apply differently to You and to allow You to compare Your terms with those that apply to retail and small business customers, the Conditions that apply to You which are different are shaded in grey, and the differences explained. The grey shading is for ease of reference only, and is not intended to form part of this Agreement.

All Conditions that contain no shading apply to You as stated.

#### If You are not a Corporate Opt-out Customer

If We have not notified You that You are a Corporate Opt-Out Customer the sections contained in grey shaded areas **do not** apply to You and do not form part of Your Agreement with Us.

If You have any queries in relation to the Corporate Opt-out, please contact Us.

### Danske Large Business

1. A Danske Large Business Account can only be used for business purposes and must be operated in sterling.
2. If You ask Us to open a business current account for You We will open a Danske Large Business Account where You satisfy one or more of the following criteria:-
  - i) Except where We have agreed with You that Your Account will be designated as a Feeder Account, You are managed by (or You have been told that You will be managed by) a Relationship Manager in one of our Business Centres or Corporate Banking teams; and/or
  - ii) Where You have an existing business current account with Us, that account is designated as a Danske Large Business Account.

The fees and service charges which apply to a Danske Large Business Account are set out in the 'Fees and service charges explained - Business Accounts' leaflet.

3. Where We determine that You will no longer be managed by a Relationship Manager or that You no longer meet the eligibility requirements for the Danske Large Business Account We will write to You to tell You. We will inform You that You may decide to

change Your Account to another Account type that We offer. We will give You information about the terms and conditions, fees and service charges and interest rates that apply to other Accounts. If, as a result, You decide to change Your Account then You will need to advise Us in writing.

4. Where We change one of Your Current Accounts as a result of the matters set out in Clause 3, then all of Your Current Accounts will be changed at the same time.
5. A wide range of Services is available with the Account. Further details are available on request. Availability of each Service is subject to terms and conditions including age and status.
6. **District and Third Party Providers**
  - 6.1 The Account is accessible online.
  - 6.2 Provided that You have registered for District, You can access the Account using TPP services.

### Danske Small Business

1. A Danske Small Business Account can only be used for business purposes and must be operated in sterling. The Danske Small Business Account can be opened or operated as a Danske Small Business Package Agreement with Us. Where the Account is opened or operated as part of a Danske Small Business Package then Clause 21 of the General Terms and Conditions – Business Accounts will apply. The fees and service charges which apply to a Danske Small Business Account are set out in the 'Fees and service charges explained - Business Accounts' leaflet.

2. If You ask Us to open a business current account for You We will open a Danske Small Business Account where
- i) You are not managed by (or You have not been told that You will be managed by) a Relationship Manager in one of our Business Centres or Corporate Banking teams and You are not eligible to open a Danske Charity Account or a Danske Community Account;
- and**
- ii) You satisfy one of the criteria set out below:-
- You have an existing business current account with Us which is designated as a Danske Small Business Account; or
  - You have no existing business account with Us and wish to open a Danske Small Business Account; or
  - You have agreed with Us that the Account will be designated as a Feeder Account.
3. If We determine that You are no longer eligible for the Danske Small Business Account We will write to tell You the reason why We think this is the case. You will then have 2 months to change Your Account to another Account that We offer and that You meet the eligibility criteria for. We will also advise You what Account We will automatically move Your Account to at the end of the notice period if We have not heard from You.
4. Where We change one of Your Current Accounts as a result of the matters set out in Clause 3, then all of Your Current Accounts will be changed at the same time.
5. Where We have agreed with You that the Account will be designated as a Feeder Account then the Account can only be used for the purposes set out in this Clause 5. You can only open and operate one Feeder Account with Us. A Feeder Account is not a payment account under the Payment Services Regulations 2017 and You may not access the Account using the services of a TPP.
- 5.1 A Feeder Account may only be used for:
- the advancing by the Bank of funds to You pursuant to any loan agreement between the Bank and You, by remittance of those funds from an associated business loan account;
  - the collection of funds and remittance of those funds to an associated business loan account towards discharge of the periodic interest payments and/or capital reductions agreed under the terms of the associated business loan. In this regard Your specific attention is drawn to Clause 5.3(e) in the General Terms and Conditions - Business Accounts which will apply;
  - the adjustment of any balances between the Bank and You in respect of such business loan; and
  - transferring funds to and receiving funds from a Danske Fixed Term Deposit Account.
- 5.2 We will only collect and hold funds in the Feeder Account to meet repayments to and from Your loan account(s) or to transfer to or receive funds from Your Danske Fixed Term Deposit Account(s) with Us.
- 5.3 You may only make payments from Your Feeder Account into Your loan account(s) or Danske Fixed Term Deposit Account(s) with Us. You may also withdraw such funds which have come from Your loan account(s) or Danske Fixed Term Deposit Account(s) with Us, in a way agreed between Us and there are sufficient available funds in Your Feeder Account.
- 5.4 We will not charge You for operating the Feeder Account providing it is only used to collect and hold funds to meet payments to and from Your loan account(s) or to transfer to or receive funds from Your Danske Fixed Term Deposit Account(s).
- 5.5 Payment services such as cash withdrawals, cheque payments, Direct Debits, Standing Orders [apart from the internal Standing Order to make repayments on a loan account], CHAPS, Bacs, SWIFT for International Payments and Internal Transfers other than as payments to Your loan account(s) or Danske Fixed Term Deposit Account(s) with Us are not available on a Feeder Account.
- 5.6 A Mastercard Business Debit Card is not available on a Feeder Account.
- 5.7 There is no Arranged Overdraft Service as described in Clause 14 of the General Terms and Conditions - Business Accounts available on the Feeder Account.
- 5.8 If You try to make a payment out of the Feeder Account (known as presenting an item for payment), or interest or a fee or service charge is applied to the Feeder Account which would have the effect of creating an overdraft, then We will treat this as an application for an Unarranged Overdraft and this will be dealt with in accordance with the applicable provisions in Clause 14 of the General Terms and Conditions - Business Accounts.

6. Except where the Account is a Feeder Account, a wide range of Services is available with the Account. Further details are available on request. Availability of each Service is subject to terms and conditions including age and status.
7. **District and Third Party Providers**
- 7.1 The Account is accessible online.
- 7.2 Provided that You have registered for District, You can access the Account (except where the Account is a Feeder Account) using TPP services.

## Danske Small Business Digital

1. A Danske Small Business Digital Account can only be used for business purposes and must be operated in sterling.
2. The fees and service charges which apply to a Danske Small Business Digital Account are set out in the 'Fees and service charges explained - Business Accounts' leaflet.
3. If You ask Us to open a business current account for You We will open a Danske Small Business Digital Account where
  - i) You are not managed by (or You have not been told that You will be managed by) a Relationship Manager in one of our Business Centres or Corporate Banking teams and You are not eligible to open a Danske Charity Account or a Danske Community Account; **and**
  - ii) You satisfy one of the criteria set out below:-
    - You have an existing business current account with Us which is designated

- as a Danske Small Business Account (but is not a Feeder Account) and You have advised Us that You wish to transfer that account to a Danske Small Business Digital Account; or
- You have no existing business account with Us and wish to open a Danske Small Business Digital Account.
4. A wide range of Services is available with the Account. Further details are available on request. Availability of each Service is subject to terms and conditions including age and status.
5. **District and Third Party Providers**
- 5.1 The Account is accessible online.
- 5.2 Provided that You have registered for District, You can access the Account using TPP services.

## Danske Charity Account

1. A Danske Charity Account can only be used for business purposes and must be operated in sterling.
2. If You ask Us to open a business current account for You We will open a Danske Charity Account where You have provided Us with satisfactory evidence that You are a recognised charity and are registered as such with HM Revenue & Customs and/or The Charity Commission for England and Wales and/or The Office of the Scottish Charity Regulator and/or the Charity Commission of Northern Ireland (where applicable). The fees and service charges which apply to a Danske Charity Account are

- set out in the 'Fees and service charges explained - Business Accounts' leaflet.
3. If We determine that You are no longer eligible for the Danske Charity Account We will write to tell You the reason why We think this is the case. You will then have 2 months to change Your Account to another Account that We offer and that You meet the eligibility criteria for. We will also advise You what Account We will automatically move Your Account to at the end of the notice period if We have not heard from You.
  4. Where We change one of Your Current Accounts as a result of the matters set out in Clause 3, then all of Your Current Accounts will be changed at the same time.
  5. A wide range of Services is available with the Account. Further details are available on request. Availability of each Service is subject to terms and conditions including age and status.
  6. Details of the Credit Interest rates payable on the Danske Charity Account are set out in Our 'Interest rates' leaflet. We will calculate the Credit Interest on a daily basis on the cleared credit balance on Your Account.
  7. **District and Third Party Providers**
  - 7.1 The Account is accessible online.
  - 7.2 Provided that You have registered for District, You can access the Account using TPP services.

## Danske Community Account

1. A Danske Community Account can only be used for business purposes and must be operated in sterling.
2. If You ask Us to open a business current account for You and You are an unincorporated club, society or association and You have provided the Bank with such evidence as it may require setting out the rules/constitution of Your unincorporated club, society or association and You satisfy the eligibility criteria We will open a Danske Community Account for You. The fees and service charges which apply to a Danske Community Account are set out in the 'Fees and service charges explained - Business Accounts' leaflet.
3. If We determine that You are no longer eligible for the Danske Community Account We will write to tell You the reason why We think this is the case. You will then have 2 months to change Your Account to another Account that We offer and that You meet the eligibility criteria for. We will also advise You what Account We will automatically move Your Account to at the end of the notice period if We have not heard from You.
4. Where We change one of Your Current Accounts as a result of the matters set out in Clause 3, then all of Your Current Accounts will be changed at the same time.
5. A wide range of Services is available with the Account. Further details are available on request. Availability of each Service is subject to terms and conditions including age and status.
6. **District and Third Party Providers**
  - 6.1 The Account is accessible online.
  - 6.2 Provided that You have registered for District, You can access the Account using TPP services.

## Danske Servicing Account Business

Where We have agreed with You that You are required to open or operate a Servicing Account then the Account can only be used for the purposes set out in these Special Terms and Conditions. You can only open and operate one Servicing Account with Us.

1. A Servicing Account may only be used for:
  - the advancing by the Bank of funds to You pursuant to any loan or mortgage agreement between the Bank and You, by remittance of those funds from an associated loan or mortgage account;
  - the collection of funds and remittance of those funds to an associated loan or mortgage account towards discharge of the periodic interest payments and/or capital reductions agreed under the terms of the associated loan or mortgage agreement. In this regard Your specific attention is drawn to Clause 5.3(e) in the General Terms and Conditions - Business Accounts which will apply;
  - the adjustment of any balances between the Bank and You in respect of such loan or mortgage account; and
  - transferring funds to and receiving funds from a Danske Fixed Term Deposit Account.
2. We will only collect and hold funds in the Servicing Account to meet repayments to and from Your loan or mortgage account(s) or to transfer to or receive funds from Your Danske Fixed Term Deposit Account(s) with Us.

3. You may only make payments from Your Servicing Account into Your loan or mortgage account(s) or Danske Fixed Term Deposit Account(s) with Us. You may also withdraw such funds which have come from Your loan or mortgage account(s) or Danske Fixed Term Deposit Account(s) with Us, in a way agreed between Us and there are sufficient available funds in Your Servicing Account.
4. We will not charge You for operating the Servicing Account providing it is only used to collect and hold funds to meet payments to and from Your loan or mortgage account(s) or to transfer to or receive funds from Your Danske Fixed Term Deposit Account(s).
5. Payment services such as cash withdrawals, cheque payments, Direct Debits, Standing Orders [apart from the internal Standing Order to make repayments on a loan account], CHAPS, Bacs, SWIFT for International Payments and Internal Transfers other than as payments to Your loan or mortgage account(s) or Danske Fixed Term Deposit Account(s) with Us are not available on a Servicing Account. The Account is not a payment account under the Payment Services Regulations 2017 and You may not access the Account using the services of a TPP.
6. A Debit Card is not available on a Servicing Account.
7. There is no Arranged Overdraft Service as described in Clause 14 of the General Terms and Conditions - Business Accounts available on the Servicing Account.
8. If You try to make a payment out of the Servicing Account (known as presenting an item for payment) where You do not have sufficient funds in Your Account to make the

9. payment then We will not make the payment. When Your associated loan, mortgage or Danske Fixed Term Deposit Account with Us has ended, We reserve the right to close Your Servicing Account. If any credit funds remain in Your Account at this time, We will deposit these to another Danske Account held in the same name(s) or issue You with a banker's draft, the value being the credit funds owing to You.
10. **District and Third Party Providers**  
The Account is not a payment account. You will not be able to access the account using the services of a TPP which uses the Open Banking APIs.

## Danske Enterprise

(Offsale with effect from 1 February 2013)

### 1. Opening an Account

- 1.1 The Danske Enterprise Account is only available as part of a Danske Enterprise Package. A Danske Enterprise Package is available to business customers and is subject to status.
- 1.2 In order to maintain the Danske Enterprise Account You must remain the holder of a Danske Enterprise Package.

### 2 Mastercard Business Debit Card

- 2.1 You may apply for a Mastercard Business Debit Card to be issued to You. Availability of the Card is subject to age and status. Use of the Card is subject to the terms and conditions applicable to the Card.

### 3. District and Third Party Providers

- 3.1 The Account is accessible online.
- 3.2 Provided that You have registered for District, You can access the Account using TPP services.

## Danske Enterprise Plus

(Offsale with effect from 1 February 2013)

### 1. Opening an Account

- 1.1 The Danske Enterprise Plus Account is only available as part of a Danske Enterprise Plus Package. A Danske Enterprise Plus Package is only available to business customers and is subject to status.
- 1.2 In order to maintain the Danske Enterprise Plus Account You must remain the holder of a Danske Enterprise Plus Package.

### 2. Mastercard Business Debit Card

- 2.1 You may apply for a Mastercard Business Debit Card to be issued to You. Availability of the Card is subject to age and status. Use of the Card is subject to the terms and conditions applicable to the Card.

### 3. District and Third Party Providers

- 3.1 The Account is accessible online.
- 3.2 Provided that You have registered for District, You can access the Account using TPP services.

## Section 3

### Special Terms and Conditions for Currency Account

These Special Terms and Conditions are in addition to the General Terms and Conditions – Business Accounts or General Terms and Conditions – Personal Accounts (as applicable). Unless otherwise stated where any Special Terms and Conditions are not consistent with the General Terms and Conditions then the Special Terms and Conditions will apply to the extent of that inconsistency in relation to the relevant Account.

References in these Special Terms and Conditions to the ‘General Terms and Conditions’ should be construed as references to the Bank’s General Terms and Conditions – Personal Accounts or the Bank’s General Terms and Conditions – Business Accounts as applicable to the Account which You hold.

#### If You are a Corporate Opt-out Customer

If We have notified You that You are a Corporate Opt-out Customer, then some of these Terms and Conditions will apply differently as explained in the separate corporate opt-out notification provided to You. To enable You to identify the Conditions that apply differently to You and to allow You to compare Your terms with those that apply to retail and small business customers, the Conditions that apply to You have been shaded in grey, and the differences explained. The grey shading is for ease of reference only, and is not intended to form part of this Agreement.

All Conditions that contain no shading apply to You as stated.

#### If You are not a Corporate Opt-out Customer

If We have not notified You that You are a Corporate Opt-out Customer the sections contained in grey shaded areas do not apply to You and do not form part of Your Agreement with Us.

If You have any queries in relation to the Corporate Opt-out, please contact Us.

#### Definitions

The Definitions set out in the Bank’s General Terms and Conditions apply. In addition the following definitions apply to these Special Terms and Conditions

“**Account**” means a Currency Account (denominated in the Currency requested by You) opened by You with Us under these Terms and Conditions;

“**Credit Interest**” means interest We pay You or interest You pay Us on credit balances in Your Account.

“**Currency**” means such currencies as the Bank may offer in respect of an Account from time to time;

“**Due Date**” means in relation to a collection under the SEPA Core Direct Debit Scheme or the SEPA B2B Direct Debit Scheme the day when the payment is due to the creditor as advised to the Bank in the collection request;

“**EEA**” means the European Economic Area, comprising the Member States of the European Union, plus Iceland, Liechtenstein and Norway;

“**Interest Reference Rate**” means the benchmark rate of interest that We use when determining the interest rate that applies to Your Account. We can add a margin to the Interest Reference Rate to determine what the interest rate will be;

“**Nominating Body**” means any applicable central bank, regulator or other supervisory authority or a

group of them or any working group or committee sponsored by or chaired by, or constituted at the request of, any of them or the Financial Stability Board;

“**Qualifying Area**” means the territory of the United Kingdom and the EEA states;

“**Qualifying Area currency**” means the Euro and any currency which is the national currency of a Qualifying State;

“**Qualifying State**” means each of the EEA states and the United Kingdom;

“**Replacement Interest Reference Rate**” means the Interest Reference Rate that We will use where any Interest Reference Rate referred to in the Table at the end of these Special Terms and Conditions is replaced by an Interest Reference Rate

- (a) formally designated, nominated or recommended as a replacement benchmark rate of interest by (i) a Nominating Body or (ii) the administrator of the Interest Reference Rate, and if replacements have been formally designated, nominated or recommended by both (i) and (ii) above, then the Replacement Interest Reference Rate will be the rate set by the Nominating Body; or
- (b) generally accepted by the majority of lenders in the relevant market as the appropriate successor to the interest reference rate; or
- (c) which is, in Our opinion, an appropriate successor to the Interest Reference Rate;

“**SEPA**” means the area where citizens, companies and other actors will be able to make and receive payments in euro within all the Qualifying States, whether between or within national boundaries under the same basic conditions, rights and obligations, regardless of their location;

“**SEPA B2B Direct Debit Scheme**” means the payments scheme for making direct debits across SEPA where both the creditor and the debtor is a Corporate Opt-out Customer, as set out in the

SEPA B2B Direct Scheme Rulebook; “SEPA B2B Direct Debit Rulebook” means the Rulebook setting out rules and business standards for the SEPA B2B Direct Debit Scheme; “SEPA Business to Business Direct Debit Agreement” means the agreement between You and the Bank under which We agree that You can make payments from Your Account under the SEPA B2B Direct Debit Scheme; “SEPA Core Direct Debit” means the payment instrument governed by the rules of the SEPA Core Direct Debit Scheme for making direct payments in euro throughout SEPA from bank accounts to other bank accounts; “SEPA Core Direct Debit Rulebook” means the Rulebook setting out rules and business standards for the SEPA Core Direct Debit Scheme; “SEPA Core Direct Debit Scheme” means the payments scheme for making direct debits across SEPA as set out in the SEPA Core Direct Scheme Rulebook; “TARGET Day” means an Inter-Bank Business Day identified as such in the calendar of the Trans-European Automated real-time Gross Settlement Express transfer System; “Third Party Provider” (“TPP”) means an independent provider of services which can offer Account Information Services or Payment Initiation Services to You, or which issues instruments for making Card Based Payments out of Your Account;

## 1. Applications

Applications to open an Account can be made by completion of the necessary Agreement.

## 2. Opening an Account

2.1 We reserve the right to require a minimum balance of the equivalent of £10,000 (ten

thousand pounds sterling) to open an Account. If the balance falls below this amount, We reserve the right to close Your Account.

- 2.2 We further reserve the right to limit the number of Accounts that you hold in the same Currency. If you hold more than one Account in the same Currency, We reserve the right to close your Account.
- 2.3 If We close Your Account under Clause 2.1 then We will give You at least two months' notice and We will transfer any balance in the Account to another account which We will open in Your name. The terms and conditions which apply to this account will be advised to You when We open any such account for You.
- 2.4 If You are a Corporate Opt-out Customer then Clause 2 will apply save that the period of notice can be less than two months but will always be at least thirty days.

## 3. Payments into the Account

### 3.1 Cash

- 3.1.1 You may pay cash into the Account at a Danske Bank Branch in Northern Ireland, Your statement will show the cash (or the currency equivalent of the cash if in a currency different from the currency of the Account) being credited to the Account on the day of receipt. [The currency equivalent of the cash (if applicable) will be calculated at the Danske Bank Exchange Rate (UK) for the relevant currency on the applicable day at such time as the Bank may select or at such other rate as has been agreed with You]. You may only make a cash payment into the Account using bank notes. Coins are not accepted. These funds will be available to

draw on the day the Account is credited. We reserve the right to refuse to accept certain currencies and/or certain amounts of certain currencies as We may from time to time determine. We will charge You a fee when You make a cash lodgement into Your Account. The fees are set out in Our 'Fees and service charges explained' leaflets.

## 3.2 Cheques

- 3.2.1 If You pay into Your Account non sterling cheques in the same currency as Your Account, and We do not send the cheques for collection, the following Value Dates will apply:
- Euro cheques drawn on a bank in the Republic of Ireland will receive value three Business Days after the date of lodgement;
  - all non sterling cheques (other than Euro cheques drawn on a bank in the Republic of Ireland) will receive value six Business Days after the date of lodgement.
- 3.2.2 A non-sterling cheque in a currency different from that of Your Account may be paid into Your Account. If this applies, We will purchase it from You. We will convert the cheque from the currency of the cheque to the currency of Your Account (calculated at the Danske Bank Exchange Rate (UK) for the relevant currency on the applicable day at such time as the Bank may select, or at such other rate as has been agreed with You). Where We do not send the cheque for collection, the following Value Dates will apply:
- Euro cheques drawn on a bank in the Republic of Ireland will receive value three Business Days after the date of

- purchase;
  - all non sterling cheques (other than Euro cheques drawn on a bank in the Republic of Ireland) will receive value six Business Days after the date of purchase;
- 3.2.3 Where We do not send the cheque for collection, Your statement will show the amount of the cheque (or the currency equivalent amount of the cheque if the cheque is in a currency different from the currency of the Account) being credited to Your Account on the day of receipt. (The currency equivalent of the amount of the cheque (if applicable) will be calculated at the Danske Bank Exchange Rate (UK) for the relevant currency on the applicable day at such time as the Bank may select, or at such other rate as has been agreed with You). After the Value Date the drawer bank may still return the cheque unpaid. If this happens We will debit Your Account with the amount of the cheque and advise You accordingly.
- 3.2.4 If the cheque has been sent for collection, We will give You a receipt for the cheque. Your statement will show the applicable amount being credited to Your Account on the day that We receive value from the drawer bank. The date that the amount is credited to Your Account, in this instance, is also the Value Date and the Guaranteed Date.
- 3.2.5 Unless the cheque is sent for collection, there is no Guaranteed Date for non-sterling cheques (including Euro cheques) and the drawer bank may return the cheque unpaid at any time.
- 3.3 **SEPA Direct Debits (Euro Accounts only)**
- 3.3.1 SEPA Direct Debits are collected under an interbank payment scheme which applies a common set of rules and procedures across the Single Euro Payments Area (SEPA) for Euro direct debit payments.
- 3.3.2 You may apply to collect SEPA Direct Debit payments into Your Account as a creditor. We will only accept Your application where
- You have a Euro Currency Account;
  - a District Agreement with Us where You have accepted the terms and conditions for SEPA Direct Debit Collection Service by signing the relevant Access Agreement (an establishment fee and a monthly subscription fee as set out in the ‘Fees and service charges explained’ leaflet will apply);
  - You have a SEPA Creditor ID;
  - We have agreed a SEPA Direct Debit Settlement Line for You; and
  - You have completed the relevant counter-indemnity on Our standard form.
- 3.3.3 The fees and service charges which apply to each collection made using the SEPA Direct Debit Originator service are set out in the ‘Fees and service charges explained’ leaflet. These fees are calculated at the end of each month and charged to Your Account or, where applicable, an account nominated by You on the last Business Day of the next month.
- 3.3.4 Where We agree to provide You with the SEPA Direct Debit Collection Service You agree that You will comply with the SEPA Core Direct Debit Rulebook or the SEPA B2B Direct Debit Rulebook (as applicable). Without prejudice to the generality of the foregoing You agree that if We make this Service available to You:-
- You will obtain the mandate (as defined in the relevant Rulebook) in the form set out in the relevant Rulebook and have this duly signed by the debtor;
  - You will store the mandate provided by the debtor and any amendments thereto and any information relating to the cancellation of the mandate; and
  - You will not present a collection under a mandate where there has been no collection or presentation for payment under the mandate for 36 months.
- 3.3.5 Where We provide You with the SEPA Direct Debit Collection Service, the Payment Table sets out the processing times that will apply to incoming payments (see under “Electronic Payments” in the “Payments Into Your Account” section of the Payment Table).
4. **Payments out of Your Account**
- 4.1 **Cheques**  
You can make payments from Your Account by cheque if this Service is provided in the currency of the Account. Where We agree to provide You with a cheque book an Account Maintenance Fee will apply. You will also have to pay a fee for each cheque that is presented for payment. Where the account is a Euro currency account the fees and charges which apply are set out in Our ‘Fees and service charges explained’ leaflet. Where the currency of the Account is not in Euro We will advise You of the relevant fees and service charges at the date when We provide You with the cheque book service.
- 4.2 **Standing Orders**  
You can make payments from the Account by Standing Order if this Service is provided in



the currency of the Account. You will need to complete the applicable Standing Order instruction form which is available on request.

#### 4.3 **Direct Debits**

##### 4.3.1 Direct Debits – General

You cannot make a payment from Your Account under the UK Direct Debit Scheme. If We do agree to make a payment from Your Account by direct debit and that direct debit is originated outside of the United Kingdom then You will not be protected by the Direct Debit Guarantee and You should check with the originator of any such direct debit if You have any protections.

##### 4.3.2 SEPA Direct Debit

If Your Account is a Euro Account You may make a payment within the Single European Payments Area (SEPA) under the SEPA Direct Debit Core Scheme or under the SEPA B2B Direct Debit Scheme. Payments made under either of these Schemes can be for a single payment or may involve a recurring collection. Payments will be executed within the timetable set out in the relevant section of the Payment Table. A fee will be applied for each SEPA direct debit payment that is taken from Your Account – full details are set out in the 'Fees and service charges explained' leaflet.

#### The SEPA Core Direct Debit Scheme

a) Any payments under the SEPA Core Direct Debit Scheme will be subject to the SEPA Core Direct Debit Scheme Rulebook and You agree to comply with those rules. The creditor will ask You to complete a mandate authorising the creditor to collect payments from Your Account under the SEPA Core

Direct Debit Scheme. We will not receive a copy of the mandate and We will not check its contents. You agree that You will comply with the terms of the mandate that you have agreed with the creditor. The underlying contract between You and the creditor, and any claims or defences under it, is outside of these terms and conditions and is entirely a matter between You and the creditor. You should seek to resolve any disputed collection directly with the creditor.

b) You have a right to give Us notice that You want to prohibit any payments being made from Your Account under the SEPA Core Direct Debit Scheme. If You have given Us such notice then We will refuse to make any subsequent payments from Your Account even if We receive a collection request. If You are an eBanking customer then You can also register for the 'Closed mandate' function in eBanking. This will mean that We will only execute payments under the SEPA Core Direct Debit Scheme where You have registered the mandate. Further information on the 'Closed mandate' function is available in eBanking and from Your Branch.

Registration of a mandate under the 'Closed mandate' function does not require the Bank to reserve funds in Your Account. If there are insufficient funds in Your Account at the time that the SEPA direct debit is presented for payment then, as set out in Clause (f) below, We may refuse to execute the payment irrespective of whether the mandate was registered on the 'Closed mandate' list or not.

c) The creditor should give You a pre-notification at least 14 days before the Due

Date of any proposed collection request. If You want to prevent a payment from being debited to Your Account then You must give Us notice at the latest on the Business Day before the Due Date. We will debit Your Account on the Due Date specified by the creditor. If the Due Date is not a Business Day then We will debit Your Account on the next Business Day provided that it is also a TARGET Day. If the Due Date is not a TARGET Day then We will debit Your Account on the next TARGET Day provided that it is a Business Day.

d) Where We have not received notice under paragraphs (b) or (c) above, and the conditions in paragraph (e) do not apply, then We will consider a collection request under the SEPA Core Direct Debit Scheme to have been authorised by You provided that We have received a valid collection request via the SEPA Core Direct Debit Scheme and We have been provided with the following information by the creditor's bank:

- a valid ID Code;
- a unique mandate reference;
- the identifier of the creditor;
- Your IBAN; and
- the transaction type.

If You are an eBanking customer who has registered for the 'Closed mandate' function, You must also have registered the mandate otherwise We will refuse to make the payment.

We will refuse to make a payment if more than 36 months has elapsed since any previous collection was presented under the relevant mandate.

If You wish to amend the terms of the mandate that You have agreed with the

creditor, for example, if You wish the creditor to debit a different Account, then You must contact the creditor and agree a new mandate.

- e) We may refuse to execute a payment for technical reasons such as circumstances where the Account has been closed or You have told Us not to execute a specific payment before the Due Date.
- f) We may refuse to execute a payment where there are insufficient funds in Your Account. You should ensure that there are sufficient cleared funds in Your Account (or within Your Arranged Overdraft facility) on the day before the Due Date.
- g) We can request the return of a payment made under SEPA Core Direct Debit Scheme within 5 TARGET Days of the date that Your Account was debited for any of the reasons set out in paragraph (e) or (f) or for any analogous reason.
- h) Where a payment has been taken from Your Account You have a right to request a refund from Us in the following circumstances:
  - within 8 weeks of the date that Your Account was debited. This is a right to an immediate refund on a “no questions asked basis” and is available whether You have authorised the payment or not.
  - after 8 weeks but within 13 months of the date that Your Account was debited where You claim that the payment was not authorised by You. In this case, We will consider Your request and may require You to provide Us with information to support Your claim. We will contact the Payee’s Bank and they

may ask Us for further information before making a decision on whether to accept or reject Your claim. Where the claim is accepted, a refund will be made directly to Your Account from the Payee’s bank. It can take up to 30 days from the date that We received Your claim to process the refund.

- Where Your claim is rejected You will need to contact the Payee directly to try to resolve the issue.

The UK’s Direct Debit Guarantee Scheme does not apply to SEPA Direct Debits. If We agree to provide a refund this does not relieve You of any responsibility You have to resolve any issues in respect of the disputed Collection with the creditor, nor does the payment of a refund by Us prejudice the outcome of such a dispute.

#### **The SEPA B2B Direct Debit Scheme**

If You are a Corporate Opt-out Customer and the transaction type is under the SEPA B2B Direct Debit Scheme then You must complete a SEPA Business to Business Direct Debit Agreement with Us and the following will apply:

- a) Any payments under the SEPA B2B Direct Debit Scheme will be subject to the rules of the SEPA B2B Direct Debit Scheme Rulebook and You agree to comply with those rules. The creditor will ask You to complete a mandate authorising the creditor to collect payments from Your Account under the SEPA B2B Direct Debit Scheme. In

accordance with the terms of Your SEPA Business to Business Direct Debit Agreement You must provide Us with a copy of the mandate. You agree that You will comply with the terms of the mandate that You have agreed with the creditor. The underlying contract between You and the creditor, and any claims or defences under it, is outside of these terms and conditions and is entirely a matter between You and the creditor. You should seek to resolve any disputed collection directly with the creditor.

- b) You have a right to give Us notice that You want to prohibit any payments being made from Your Account under the SEPA B2B Direct Debit Scheme. If You have given Us such notice then We will refuse to make any subsequent payments from Your Account even if We receive a collection request.
- c) The creditor should give You a pre-notification at least 14 days before the Due Date of any proposed collection request. If You want to prevent a payment from being debited to Your Account then You must give Us notice at the latest on the Business Day before the Due Date. We will debit Your Account on the Due Date specified by the creditor. If the Due Date is not a Business Day then We will debit Your Account on the next Business Day provided that it is also a TARGET Day. If the Due Date is not a TARGET Day then We will debit Your Account on the next TARGET Day provided that it is a Business Day.

- d) Where We have not received notice under paragraphs (b) or (c) above, and the conditions in paragraph (e) do not apply, then We will consider a collection request under the SEPA B2B Direct Debit Scheme as having been authorised by You provided that We have received a valid collection request via the SEPA B2B Direct Debit Scheme and We have been provided with the following information by the creditor's bank:
- a valid ID Code;
  - a unique mandate reference;
  - the identifier of the creditor;
  - Your IBAN; and
  - the transaction type.

You must also have registered the mandate with Us in accordance with the terms of Your SEPA Business to Business Direct Debit Agreement with Us. Registration of a mandate does not require the Bank to reserve funds in Your Account. If there are insufficient funds in Your Account at the time that the SEPA direct debit is presented for payment then, as set out in Clause (f) below We may refuse to execute the payment irrespective of whether the mandate was registered or not.

We will refuse to make a payment if more than 36 months has elapsed since any previous collection was presented under the relevant mandate. If You wish to amend the terms of the mandate that You have agreed with the creditor, for example, if You wish the creditor to debit a different Account then You must contact the creditor and agree a new mandate. In addition You must contact Us to

- e) amend the terms of the SEPA Business to Business Direct Debit Agreement.
- f) We may refuse to execute a payment for technical reasons such as circumstances where the Account has been closed or You have told Us not to execute a specific payment before the Due Date.
- g) We may refuse to execute a payment where there are insufficient cleared funds in Your Account. In these circumstances We will make an automated decision not to make the payment. The fees and services charges as set out in Our 'Fees and service charges explained' leaflets will apply. If You are an individual You can give Us notice in writing that You do not want Us to make any automated decision of this nature. You should ensure that there are sufficient cleared funds in Your Account (or within Your Arranged Overdraft facility) on the day before the Due Date.
- h) We can request the return of a payment made under the SEPA B2B Direct Debit Scheme within 2 TARGET Days of the date that Your Account was debited for any of the reasons set out in the foregoing paragraphs (e) and (f) or for any analogous reason. You will have no right to seek a refund where a payment has been taken out of Your Account and You have authorised that payment. Where a payment has been taken from Your Account without Your authority then the provisions of Clauses 6.3 – 6.5 in the General Terms and Conditions – Business Accounts will apply. The Direct Debit Guarantee Scheme does not apply to SEPA Direct Debits. If We agree to provide a refund

this does not relieve You of any responsibility You have to resolve any issues in respect of the disputed Collection with the creditor, nor does the payment of a refund by Us prejudice the outcome of such a dispute.

#### 4.4 **Cash Withdrawals**

We reserve the right to impose limits on the amount of cash that You can withdraw from Your Account at any one time. We also reserve the right to require seven days' notice of any request to withdraw cash from Your Account to ensure that We can comply with Your request for cash in a relevant currency. We will charge You a fee for making cash withdrawals. The fees are set out in Our 'Fees and service charges explained' leaflets.

### 5. **Interest**

#### 5.1 **Debit Interest - Where the Currency of the Account is an EEA Currency;**

- 5.1.1 Debit Interest rates are based on an Interest Reference Rate. We will add a margin to the Interest Reference Rate. The Interest Reference Rates that We use are the relevant currency Bank Offered Rates (depending on the currency of Your Account) as set out in the Table at the end of these Special Terms and Conditions or as separately advised to You, or, subject to Clause 5.4.3 where these are replaced, the relevant Replacement Interest Reference Rate. Where We use the published 1 week rate as the Interest Reference Rate, it is important that You understand that although the Interest Reference Rate is quoted as a '1

- week' rate We will use it solely as a reference rate and not as a fixed rate or an interest fixing rate. Interest Reference Rates usually change every day. Details of the applicable Interest Reference Rate that applies to Your Account is set out in the Table below.
- 5.1.2 Subject to Clauses 5.4.2 and 5.4.3, changes to the relevant currency Interest Reference Rate will be applied with effect from the close of business on the day that any change takes place.
- 5.1.3 We may vary the margin for any reason set out in the applicable General Terms and Conditions. We will give You at least two months' notice before the change takes effect. If we vary the margin to your advantage, We may make the change immediately and advise you of the new rate that applies on Your next statement.
- 5.1.4 Any change to the margin will take effect unless You inform Us that You object to the change on or before the date that the change is due to take place. If You do object to the change then You have the right to end Your Agreement and close Your Account without being charged anything extra.
- 5.1.5 If You are a Corporate Opt-out Customer then Clause 5.1.3 will apply save that the period of notice can be less than two months but will always be at least thirty days.
- 5.2 Debit Interest - Where the Currency of the Account is not an EEA Currency (for Corporate Opt-out Customers only):
- 5.2.1 Debit Interest rates are based on an Interest Reference Rate known as the Danske Bank Offered Rate (DANSKEBOR (UK)) or, subject to Clause 5.4.3 where this rate is replaced the Replacement Interest Reference Rate for the relevant currency. We will add a margin to the Interest Reference Rate. Interest Reference Rates usually change every day. Details of the applicable Interest Reference Rate that applies to Your Account is set out in the Table below.
- 5.2.2 Subject to Clauses 5.4.2 and 5.4.3, changes to the Interest Reference Rate will be applied with effect from the close of business on the day that any change takes place.
- 5.2.3 We reserve the right to vary the margin that applies to Your Account. If we change the margin to Your disadvantage We will give You at least 30 days' notice before the change takes effect. If we change the margin to Your advantage We will make the change and advise You of the new rate that applies on Your next statement.
- 5.2.4 Any change to the margin will take effect unless You inform Us that You object to the change on or before the date that the change is due to take place. If You do object to the change then You have the right to end Your Agreement and close Your Account without being charged anything extra.
- 5.3 Credit Interest - Applicable to all currencies:
- 5.3.1 Credit Interest rates are based on a rate that we determine internally. Details of the current Credit Interest rate on Your Account are set out in Our 'Interest Rates' leaflet which is available at any Branch and on Our Website. If the Credit Interest rate that applies to Your Account is positive (more than zero) We will pay You interest. If the Credit Interest rate is negative (less than zero) You will pay Us interest. Where the Credit Interest rate is zero, We will not pay You interest and You will not pay Us interest.
- 5.3.2 We will calculate Credit Interest on a daily basis on the cleared credit balance in Your Account. We will calculate any interest You pay Us at the end of each calendar quarter (Our usual charging dates are at the end of March, June, September and December). If You are due to pay Us interest, before We charge this to Your Account, We will write to You at the end of the quarter and tell You the amount payable.
- 5.3.3 We may vary the Credit Interest rate that applies to Your Account (or vary the Credit Interest rate that is applied depending on the balance held in an Account) for any reason set out in the applicable General Terms and Conditions. We will give You at least two months' notice before the change takes effect. If we vary the Credit Interest rate to your advantage, We may make the change immediately and advise you of the new rate that applies on Your next statement.
- 5.3.4 Any change to the Credit Interest Rate (or to the Credit Interest Rate that is applied depending on the balance held in an Account) will take effect unless You inform Us that You object to the change on or before the date that the change is due to take place. If You do object to the change then You have the right to end Your Agreement and close Your Account without being charged anything extra.
- 5.3.5 If You are a Corporate Opt-out Customer then Clause 5.3.3 will apply save that the period of notice can be less than two months but will always be at least thirty days.
- 5.4 Replacement Interest Reference Rate
- 5.4.1 Where (a) any Nominating Body or the administrator of an Interest Reference Rate formally designates, nominates or

recommends that an Interest Reference Rate should be replaced by a successor to that Interest Reference Rate or (b) a successor to the Interest Reference Rate is generally accepted by the majority of lenders in the relevant market as the appropriate successor to the Interest Reference Rate or (c) a successor to the Interest Reference Rate is, in Our opinion, an appropriate successor to the Interest Reference Rate, We will change the Interest Reference Rate that applies to Your Account to the Replacement Interest Reference Rate which shall then be treated as the Interest Reference Rate for Your Account. If a Replacement Interest Reference Rate has at the relevant time been formally designated nominated or recommended by both a Nominating Body and an administrator of the Interest Reference Rate then the Replacement Interest Reference Rate set by the Nominating Body will be the Replacement Interest Reference Rate that applies to Your Account.

- 5.4.2 Where your Account is operated in credit and where possible We will give you at least sixty (60) days' notice of what the Replacement Interest Reference Rate will be together with the date that it will take effect, before it takes effect. We do not need Your consent to introduce the Replacement Interest Reference Rate. The Replacement Interest Reference Rate will take effect unless You inform Us that You object to the Replacement Interest Reference Rate on or before the date it will take effect. If You do object to the change then You have the right

to end Your Agreement and close Your Account without being charged anything extra.

- 5.4.3 Unless Your agreement with Us states otherwise, where Your Account is overdrawn We will contact You before introducing the Replacement Interest Reference Rate that applies to Your overdrawn balance and ask for Your consent to introduce the Replacement Interest Reference Rate. If You do not grant Us Your consent then, in accordance with the terms and conditions which apply to overdrawn accounts, We reserve the right to demand immediate repayment of the overdrawn balance.

## 6. District

You may choose to operate the Account for certain purposes using Our eBanking or District services, subject to the terms and conditions of those services. Not all of the facilities offered through eBanking and District are applicable to Currency Accounts. Details are available on request.

These Services are subject to periods of routine maintenance.

## 7. Third Party Providers

- 7.1 The Account is accessible online using eBanking or District.
- 7.2 Provided that You are registered for one of the Services set out at 7.1, You can access the Account using TPP Services.

## 8. Conversion and Set Off

- 8.1 We reserve the right to convert any moneys held in any Account(s) or owing on foot of any Account(s) into the sterling equivalent thereof at the Danske Bank Exchange Rate (UK) for the relevant currency on the applicable day at such time as We may select.
- 8.2 As well as any right of set-off or other similar right to which the Bank is entitled, We reserve the right to:
- (a) combine and consolidate all or any of Your Accounts; and
  - (b) set off any moneys at any time held on any of Your Accounts and in any currency against all or any other sums due or owing to Us.

Before doing this, We may carry out currency conversions in accordance with Clause 8.1

## European Economic Area Currencies

Currency	Currency Name	Debit Rate based on published rate
CZK	Czech Koruna	PRIBOR Overnight
DKK	Danish Krone	CIBOR 1 week
EUR	Euro	€STR (Euro Short-Term Rate) Overnight
HUF	Hungarian Forint	BUBOR Overnight
NOK	Norwegian Krone	NIBOR 1week
PLN	Polish Zloty	WIBOR Overnight
RON	Romanian Leu	ROBOR Overnight
SEK	Swedish Krona	STIBOR 1 week

### Currencies outside the European Economic Area for Corporate Opt-out Customers Only

Currency	Currency Name	Debit Rate based on published rate
AED	United Arab Emirates Dirham	DANSKEBOR (UK) AED
AUD	Australian Dollar	DANSKEBOR (UK) AUD
CAD	Canadian Dollar	DANSKEBOR (UK) CAD
JPY	Japanese Yen	DANSKEBOR (UK) JPY
NZD	New Zealand Dollar	DANSKEBOR (UK) NZD
SGD	Singapore Dollar	DANSKEBOR (UK) SGD
USD	United States Dollar	DANSKEBOR (UK) USD
ZAR	South African Rand	DANSKEBOR (UK) ZAR

Interest Reference Rates are available from us on request.

## Section 4

### Special Terms and Conditions – Lodgement Services

These Special Terms and Conditions are in addition to the General Terms and Conditions – Business Accounts. Unless otherwise stated where any Special Terms and Conditions are not consistent with the General Terms and Conditions then the Special Terms and Conditions will apply to the extent of that inconsistency in relation to the relevant Account.

Lodgement Services comprises the Night Safe Lodgement Service and / or the Express Lodgement Service which are available with any Business Current Account and with the Business Investment Account and are subject to the following Special Terms and Conditions.

#### If You are a Corporate Opt-out Customer

If We have notified You that You are a Corporate Opt-out Customer then some of these Terms and Conditions will apply differently as explained in the separate Corporate Opt-out notification provided to You. To enable You to identify the Conditions that apply differently to You and to allow You to compare Your terms with those that apply to retail and small business customers, the Conditions that apply to You which are different are shaded in grey, and the differences explained. The grey shading is for ease of reference only, and is not intended to form part of this Agreement.

All Conditions that contain no shading apply to You as stated.

#### If You are not a Corporate Opt-out Customer

If We have not notified You that You are a Corporate Opt-out Customer the sections contained in grey shaded areas **do not** apply to You and do not form part of Your Agreement with Us.

If You have any queries in relation to the Corporate Opt-out, please contact Us.

#### Definitions

“**Account**” means any Business Current Account or the Business Investment Account;

“**Day Safe**” means a day safe situated inside certain Bank Branches at which You may make deposits using the Lodgement Service;

“**Deposit Bag**” means the Bank’s deposit bag issued to You to contain a deposit using the Express Lodgement Service;

“**Express Lodgement Service**” means the Lodgement Service described in Clause 2 of these Special Terms and Conditions;

“**Keys/Plastic Seals**” means the closing mechanism for the Wallet consisting of a key or plastic tag that seals the Wallet;

“**Lodgement Service**” means the special arrangements whereby, subject to these Special Terms and Conditions, You can make lodgements to Your Account using either the Night Safe or the Day Safe;

“**Night Safe**” means a night safe situated outside certain Bank Branches at which You may make deposits using the Lodgement Service;

“**Night Safe Lodgement Service**” means the Lodgement Service described in Clause 1 of these Special Terms and Conditions;

“**Night Safe Wallet**” or “**Wallet**” means the Bank’s wallet issued to You to contain a deposit using the Night Safe Service;

“**Pay in Slip**” means the Bank’s standard form for detailing a deposit;

“**Seals**” means the two closure mechanisms on a Deposit Bag consisting of the adhesive strip on the section marked for cash contents and the adhesive strip on the section marked for items other than cash contents;

“**Wallet**” means the wallet which We have provided to You in connection with Your use of the Night Safe Lodgement Service;

“**You**” means the customer or customers who use the Night Safe Lodgement Service and/or Express Lodgement Service and, if there is more than one, “**You**” means each of them separately and every two or more of them jointly. You include Your successors and assigns, and in relation to Your rights to operate the Night Safe Lodgement Service and/or Express Lodgement Service any authorised officer, employee, representative or authorised signatory on Your Accounts acting within his or her authority.

1. **Use of the Night Safe Lodgement Service**
  - 1.1 The Wallet(s) and the Keys/Plastic Seals shall remain the property of the Bank, to whom they shall be returnable on demand in good condition. One of the Keys for each Wallet shall be deposited by You with the Bank.
  - 1.2 The Night Safe is to be used only when the Bank is closed, and You undertake that the Key to the door of the Night Safe shall at all times remain under Your control and be used only for the purpose of enabling You or Your representative to lodge the Wallet(s) and that after making such lodgement the door of the Night Safe will be locked.



- 1.3 When You apply for the Night Safe Lodgement Service You may choose to use the facility to make lodgements to Your Account or for temporary safe custody. In both cases You agree that until the Night Safe is opened and the Wallet removed by Us We are not liable for the contents of the Wallet and You should make such insurance arrangements as You deem appropriate to protect the contents of the Wallet until such times as it is opened by Us.
- 1.3.1 If You choose to make lodgements to Your Account, the Bank is authorised to open the Wallet(s) and to credit the contents thereof to Your Account.
- 1.3.2 If You choose temporary safe custody, the Wallet shall be used solely for the purpose of placing therein cash or cheques for temporary safe custody on behalf of You and the Bank shall not be deemed to have received for the credit of the above mentioned Account any cash or cheques placed in the Wallet(s) until an official of the Bank has opened the Wallet in Your presence and paid in the contents to the credit of the Account.
- 1.4 Any repairs to the Wallet(s) or Keys shall be executed exclusively by workmen nominated by the Bank.
- 1.5 The Bank is entitled at any time to withdraw the Night Safe facilities in accordance with Clause 20 of the General Terms and Conditions - Business Accounts.
- 1.6 Where, in accordance with Clause 1.3 above, You have chosen to use the facility to make lodgements to Your Account, by placing the Wallet in the Night Safe in accordance with these Terms and Conditions You give Your consent for Us to treat any cheques or cash contained in the Wallet together with any instruction on the Pay in Slip as an instruction to treat any cash or cheques contained in the Wallet as a deposit to the Account named on the Pay in Slip. The amount found in the Wallet by the Bank shall be deemed to be correct notwithstanding any difference there should be between that amount and the sum stated on any enclosed Pay in Slip. We will advise You if there is a difference between the amount on the Pay In Slip and the amount found in the Wallet.
- 1.7 You authorise the Bank to issue from time to time to Your Branch/Account Manager such additional Wallet(s) as Your Branch/Account Manager may request the Bank to issue against Your signature for each such additional Wallet and You agree that the foregoing terms and conditions shall apply to all such additional Wallet(s).
- 1.8 You will ensure that any Wallet provided to You is not released to any person not authorised by You to use it on Your behalf.
- 1.9 You will notify Us without undue delay of any theft, loss, misappropriation or unauthorised use of any Wallet provided to You by the Bank. Details of how to contact Us are found in Part 1 of the General Terms and Conditions - Business Accounts under the heading "How You can contact Us."
- 2. Using the Express Lodgement Service**
- 2.1 You may use the Express Lodgement Service to deposit cash and cheques subject to these terms and conditions.
- 2.2 Deposits using the Express Lodgement Service must:
- (a) be made by using a Deposit Bag to make the deposit either:
    - (i) In a Day Safe on a Business Day during the Bank's business hours; or
    - (ii) Where no Day Safe is available, the Deposit Bag may be handed to a member of Bank Staff at a designated place within the branch; or
    - (iii) In a Night Safe at any time (in accordance with the terms and conditions applicable to the Night Safe Lodgement Service); and
  - (b) be made using a Deposit Bag which complies with the following conditions:
    - (i) any cash deposited must be enclosed in the section of the Deposit Bag marked for cash contents; and
    - (ii) any cheque deposited must be enclosed in the section of the Deposit Bag marked for items other than cash contents; and
    - (iii) the Deposit Bag must contain a fully completed Pay in Slip accurately recording the contents of the Deposit Bag; and
    - (iv) the Deposit Bag must fully display the Pay in Slip referred to in (iii) above in the clear window of the section marked for items other than cash contents; and
    - (v) the Deposit Bag must not contain any item other than those described in (i) to (iv) above; and
    - (vi) details of the contents of the Deposit Bag must be fully completed in the relevant sections on the front of the Deposit Bag; and

- (vii) the Deposit Bag must be completely sealed using the Seals; and
- (viii) the Seals on the Deposit Bag must be fully intact, in no way damaged and with no evidence of tampering; and
- (c) be made to credit an Account.
- 2.3 The Bank is not obliged to, but may in its discretion, accept, retain or process any attempted deposit using the Express Lodgement Service which does not comply with Clauses 2.1 and 2.2 of these terms and conditions (a "Non-Conforming Deposit") in respect of any Non-Conforming Deposit the Bank may in its discretion reject or return the relevant Deposit Bag to You unprocessed or partially processed.
- 2.4 You will ensure that any Deposit Bag provided to You is not released to any person not authorised by You to use it on Your behalf.
- 2.5 You will notify Us without undue delay of any theft, loss, misappropriation or unauthorised use of any Deposit Bag provided to You by the Bank. Details of how to contact Us are found in Part 1 of the General Terms and Conditions - Business Accounts under the heading "How You can contact Us."
- 3 Crediting Accounts**
- 3.1 Express Lodgement Service**
- 3.1.1 The Cut-Off Times set out in Part 1 of the Payment Table for cash deposits will apply to any deposit made using the Express Lodgement Service - whether the deposit contains cash, cheques or a combination of cash and cheques.
- 3.1.2 Deposit Bags transported to the Bank by a third party shall not be deemed to have been received until delivered to the Bank by the third party and the Entry Date will be construed accordingly. Deposits transported to the Bank by a third party are subject to the applicable Cut-Off Time as set out in 3.1.1 unless otherwise agreed with You in writing.
- 3.2 **Night Safe Lodgement Service**
- 3.2.1 The Cut-Off Times set out in Part 1 of the Payment Table for cash deposits will apply to any deposit made using the Night Safe Lodgement Service - whether the deposit contains cash, cheques or a combination of cash and cheques.
- 3.3 Subject to Clause 1 and Clause 2 of these Special Terms and Conditions, deposits made using the Lodgement Service will be credited to the Account specified on the Pay In Slip in accordance the terms and conditions for that Account.
- 3.4 Any credit to the Account pursuant to Clause 3.3 is subject to the following:
- (a) The credit is subject to the Bank's verification of the contents of the Deposit Bag and / or Wallet.
- You agree that Our records of the contents of the Deposit Bag and / or Wallet will be conclusive evidence of the accuracy of same.
- (b) We are not liable for any discrepancy between the amount or details of the deposit recorded on the Pay In Slip and the actual contents of the Deposit Bag and / or Wallet verified by the Bank. The Bank will notify You of any such discrepancy as soon as possible.
- (c) To the extent of any such discrepancy the Bank may:
- (i) reduce or reverse or partially reverse the credit to the Account; or
- (ii) debit the Account or another Account. If We debit another Account We will write to tell You why We have decided to do this.
- 4. Liability**
- 4.1 The Bank will exercise due care and diligence when counting and otherwise verifying the contents of the Deposit Bag and / or Wallet You deposit.
- 4.2 Subject to Clause 4.1 of these terms and conditions, the Bank is not responsible for and excludes all liability for any loss or damage (including any indirect or consequential loss or damage) which You may suffer or incur as a result of:
- (a) Your breach of any of these terms and conditions;
- (b) any loss or theft of a Deposit Bag and / or Wallet or its contents before it is deposited with Us (which means the time that We open the Night Safe or Day Safe and retrieve the Deposit Bag and/or Wallet). You are advised to make such insurance arrangements as You deem appropriate to fully protect the contents of the Wallet and/or Deposit Bag before it is opened by Us;
- (c) any discrepancy between the amount of the details recorded on a Pay In Slip and the actual contents of a Deposit Bag and / or Wallet containing that Pay In Slip as verified by Us;

- (d) any use of Lodgement Services by You, Your employees, contractors or invitees, whether or not authorised by You;
- (e) the exercise by the Bank of its rights under these terms and conditions;
- (f) the non-availability of any Day Safe or Night Safe for reasons which are due to
- (i) abnormal and unforeseeable circumstances beyond Our control, the consequences of which would have been unavoidable despite all efforts to the contrary or
- (ii) Our obligations to comply with other applicable laws or regulations.
- 4.3 If You act fraudulently You will be liable, and if You act with intent or gross negligence You may be liable, to compensate Us for any loss or damage incurred by Us arising out of or in connection with any claim demand or action brought against Us arising directly or indirectly from Your use of Lodgement Services.
- 5. Termination**
- 5.1 You can terminate Your Lodgement Services Agreement at any time by giving Us written notice. You must pay anything which You owe Us under the Agreement including interest and service charges.
- 5.2 Subject to Clause 20 in the General Terms and Conditions - Business Accounts, We can terminate this Agreement by giving You at least two months' notice. Such termination will not affect any obligations incurred by You under these terms and conditions. All moneys due and payable by You to the Bank under these terms and conditions will immediately become due and payable on the date of termination.
- 5.3 If You are a Corporate Opt-out Customer then We may terminate this Agreement by giving You at least 30 days' notice. Provided that We have given You notice, We can do this for any reason whether it is listed in Clause 20 of the General Terms and Conditions - Business Accounts or not. Such termination will not affect any obligations incurred by You under these terms and conditions. All moneys due and payable by You to the Bank under these terms and conditions will immediately become due and payable on the date of termination.
- 6. Stopping Your use of the Lodgement Service**
- We may stop Your use of the Lodgement Service on reasonable grounds relating to the security of the Deposit Bag or Wallet, or if We suspect unauthorised or fraudulent use of the Deposit Bag or Wallet. We may also stop Your use of the Lodgement Service for any of the reasons set out in Clause 9 of the General Terms and Conditions - Business Accounts. If We stop Your use of the Lodgement Service We will where reasonably possible (and where it would not be a breach of security or be against the law) attempt to contact You in advance and explain Our reasons for the action.

## Section 5

### Special Terms and Conditions – Business Savings Accounts

This section sets out the Special Terms and Conditions which apply to the following business Savings Accounts. These Special Terms and Conditions are in addition to the General Terms and Conditions – Business Accounts. Unless otherwise stated where any Special Terms and Conditions are not consistent with the General Terms and Conditions then the Special Terms and Conditions will apply to the extent of that inconsistency in relation to the relevant Account.

#### If You are a Corporate Opt-out Customer

If We have notified You that You are a Corporate Opt-out Customer then some of these Terms and Conditions will apply differently as explained in the separate Corporate Opt-out notification provided to You. To enable You to identify the Conditions that apply differently to You and to allow You to compare Your terms with those that apply to retail and small business customers, the Conditions that apply to You which are different are shaded in grey, and the differences explained. The grey shading is for ease of reference only, and is not intended to form part of this Agreement.

All Conditions that contain no shading apply to You as stated.

#### If You are not a Corporate Opt-out Customer

If We have **not** notified You that You are a Corporate Opt- Out Customer the sections contained in grey shaded areas **do not** apply to You and do not form part of Your Agreement with Us.

If You have any queries in relation to the Corporate Opt-out, please contact Us.

### Business Investment Account

#### 1. Opening an Account

- 1.1 The Account is available to sole traders, partnerships, clubs, associations, charities, churches, trusts, societies, limited companies, unlimited companies, limited partnerships and limited liability partnerships who are running a designated business.
- 1.2 You may discuss opening an account over the phone, by sending a secure mail through District, in branch, or through Your Relationship Manager.

#### 2. Operation of the Account

- 2.1 A minimum balance of £1 (one pound sterling) is required to open and maintain Your Business Investment Account. There is no maximum limit to the amount You may hold in the Account.
- 2.2 We reserve the right to close Your Account if the balance remains below £1 (one pound sterling).
- 2.3 You may close Your Account at any time. Such closure will only take effect when any outstanding transactions are completed.
- 2.4 The Business Investment Account is a savings Account and cannot be used for the day to day transactional activities of a business or for purposes which would be analogous to those offered by a Business Current Account.
- 2.5 We reserve the right to close any Business Investment Account, and/or apply the

standard fees and service charges which would apply to a Business Current Account to the Business Investment Account if We reasonably believe that it is being operated in a manner which contravenes Clause 2.4.

- 2.6 If We close Your Account under Clause 2.2 or Clause 2.5 then We will give You at least two months' notice and We will either:
  - i. transfer any balance in the Account to a Danske Large Business Account which We will open in Your name. The terms and conditions which apply to Danske Large Business Account will be advised to You when We open the Account for You; or
  - ii. send You a cheque for the balance of Your Account.
- 2.7 If You are a Corporate Opt-out Customer then Clause 2.6 will apply save that the period of notice can be less than two months but will always be at least thirty days.

#### 3. Interest

- 3.1 You will receive interest at the appropriate Business Investment Account Rate ('the Rate'). The Rate may be adjusted depending on the balance in Your Account. The balance bands are set out in Our "Interest rates" leaflet. We will determine the Rate and any adjustments to the Rate for each of the balance bands internally. We can also change the balance bands. We will give You two months' written notice of any reductions to the Rate or the adjusted Rate applicable to any balance band, or any changes in the balance bands which are to Your disadvantage. If You do not tell Us that You object to the changes, before the date on which they are due to come into effect, then

they will take effect on the date indicated. If You do object to the changes, then You have the right to end this Agreement and close Your Account immediately and without being charged anything extra.

- 3.2 If You are a Corporate Opt-out Customer then Clause 3.1 will apply save that the period of notice can be less than two months but will always be at least 30 days.
- 3.3 Where We increase the Credit Interest rate on Your Account We will make the change immediately. We will advise You of any increase to Your Credit Interest rate on Your next regular statement.
- 3.4 Interest is calculated on a daily basis on cleared balances at the appropriate rate to the last calendar day in March, June, September and December and applied to Your Account on the last calendar day of the quarter unless the last calendar day falls on a Saturday or Sunday, in which case interest will be applied on the last Friday of the quarter irrespective of whether that is a Business Day or not. The amount of interest will be taken into account for subsequent interest calculations on the first calendar day in the following quarter.
- 3.5 Interest earned on the Account can be transferred to another designated account with the Bank on the dates when interest is credited to the Account.
- 3.6 Credit Interest is payable as set out in Our "Interest rates" leaflet. You can compare Our savings Accounts on Our Website or by requesting information from Your Branch.
4. **District and Third Party Providers**
- 4.1 The Account is accessible online.
- 4.2 Provided that You have registered for District, You can access the Account using TPP services.

## Danske Fixed Term Deposit Account

### Definitions

The Definitions set out in the Bank's General Terms and Conditions – Personal Accounts or Business Accounts (as applicable) apply. In addition the following definitions apply to these Special Terms and Conditions:

**"Account"** means a Danske Fixed Term Deposit Account opened by the Account Holder with Us under these Terms and Conditions. An Account can be opened in sterling only;

**"Confirmation"** means details confirming the amount of the deposit, the Fixed Term of the deposit and the interest rate which will apply. A Confirmation is issued on the day the deposit is placed in the Danske Fixed Term Deposit Account and on each subsequent Rollover date;

**"Fixed Term"** or **"Term"** means the term which is set out in the Account Agreement or Confirmation letter;

**"Maturity Date"** means the date on which the Fixed Term as set out in the Account Agreement or Confirmation letter ends;

**"Rollover"** means the automatic reinvestment of the balance in the Account (including accrued interest unless You specifically instruct Us to pay any accrued interest into Your Service Account) on the Maturity Date on the basis of the terms set out in the Confirmation letter which is issued to You at the Maturity Date;

**"Service Account"** means an account from Our Personal or Business current account or instant access savings account range (excluding Cash ISA) or a servicing account, that You hold with the Bank in Your name(s). You will be required to maintain a Service Account for the duration of the Danske Fixed Term Deposit Account.

### 1. Opening an Account

- 1.1 The Account is available to both business customers including sole traders, partnerships, clubs, associations, charities, churches, trusts, societies, limited companies, unlimited companies, limited partnerships and limited liability partnerships who are running a designated business, and personal customers. Personal customers must be aged 18 years or over.
- 1.2 Personal Customers may open an Account at a Branch, by telephoning 0800 660 033 or using Our eBanking service. A personal Customer can only open an Account using Our eBanking service in their sole name.
- 1.3 Business Customers may discuss opening an Account by calling 0345 850 9515, by contacting their Relationship Manager, or by visiting their nearest Branch.

## 2. Cancellation rights

- 2.1 Cancellation rights, as set out in Clause 23 of the General Terms and Conditions - personal accounts, do not apply to the Account.
- 2.2 Cancellation rights under the FCA's Banking Conduct of Business Rules do not apply to the Account.
- 2.3 You have no right to cancel the Agreement once the Fixed Term has commenced.

## 3. Operation of the Account

- 3.1 The Account is available for a fixed term of either:
  - (a) one, two, three, four, six or nine months,
  - (b) one, two, three, four or five years, or
  - (c) for any term ending on a specified date as selected by You (subject to a minimum term of one month and a maximum term of five years); ("the Term") (whichever You select at the date the Account is opened).However, if You are a personal Customer and open an Account using Our eBanking service not all of the options listed above are available.
- 3.2 Deposits are only accepted on the date that the Account is opened or by close of business on the day before the Maturity Date if the balance in the Account is rolled over for another Term. Further deposits cannot otherwise be made to Your Account but You can open more than one Danske Fixed Term Deposit Account.

- 3.3 Deposits must be made in cleared funds from Your Service Account - see General Terms and Conditions - Personal Accounts or Business Accounts (as applicable), Clause 3).
- 3.4 The minimum deposit required to open the Account is £5,000 [five thousand pounds sterling]. There is no maximum limit to the amount of funds You can invest. However, if You are a personal Customer and open an Account using Our eBanking service, the maximum amount of funds You can invest is £1,000,000 [One million pounds sterling].
- 3.5 For any one Danske Fixed Term Deposit Account, the minimum balance must not fall below £5,000 [five thousand pounds sterling] [excluding interest accrued but not yet credited].  
If this happens then the Account will continue to accrue interest at the rate specified in the Confirmation but at the Maturity Date, Rollover of the balance in the Account for another Term will not be permitted and the balance including any interest accrued will be automatically transferred to Your Service Account and the interest rates and terms and conditions for Your Service Account will apply.

## 4. Withdrawals

- 4.1 Withdrawals can normally only be made on the Maturity Date. In exceptional circumstances, You may apply to the Bank in writing to close the Account (or make a withdrawal from the Account) before the Maturity Date. If the Bank approves Your application the Account will be closed (or the withdrawal will be made from the Account) on the date the application is approved. No early withdrawal charge is payable in the event of early withdrawal or closure.
- 4.2 If You make an early withdrawal from the Account, any agreement to Rollover the Account may be cancelled.
- 4.3 In addition to the terms of any Mandate You have signed in respect of Your Account the Mandate holder will also be authorised to do the following:
  - (a) Apply to close the Account or make an early withdrawal in accordance with 4.1; and
  - (b) Provide instructions in relation to the Rollover of the Account.
- 4.4 In the event of the death of the Account Holder (or one of them if the Account is a joint Account), the Account may be closed and no early withdrawal charge will be applied.

## 5. Interest rates

- 5.1 Interest rates payable on Danske Fixed Term Deposit Accounts are fixed at the date of receipt of the initial lodgement and thereafter at each Maturity Date.
- 5.2 Details of interest rates are available on the Danske Bank website and from any branch. Personal customers who apply for the Account using Our eBanking service will be able to see the interest rate applicable to the Account prior to opening the Account.
- 5.3 Interest accrues on a daily basis at the agreed rate and is credited to the Account on the Maturity Date.
- 5.4 Save and except for an Account where You have selected a Term with a specified Maturity Date on Account opening, You can request Your Account to Rollover at each Maturity Date, for the same Term at the interest rate applicable at the Maturity Date. You can select to Rollover the Account (subject to any minimum threshold) on either of the following basis;
- Capital and accrued Interest can be rolled over
  - Capital can be rolled over and accrued Interest paid to Your Service Account.

The Bank must receive any instructions in relation to whether or not You wish the Rollover to include accrued Interest by the close of business on the business day before the Maturity Date.

- 5.5 If no instructions regarding Rollover have been received prior to the Maturity Date, then, on that date, the balance in Your Account will be automatically transferred to Your Service Account and the interest rates and terms and conditions for Your Service Account will apply.

## 6. Statements

- 6.1 You will receive statements and letters containing information about Your Account on the occasions specified in the following table:

Account Opening	Account Agreement
End of Tax Year	Statement
10 Days Before Maturity Date	Letter if term of Fixed Term Deposit Account is greater than one month
Rollover on Maturity	Confirmation Letter
Any payment transaction	Details will be provided to You either by a statement or separate notification at the time of the transaction or shortly after.
Transfer to Service Account	Statement at the end of the month in which the payment transaction occurred.
Account Closure	Statement

We will provide these statements to You on paper unless You have agreed that We may make these statements available to You in Your electronic mailbox or where You have District, Your eArchive, and the terms and conditions applicable to that Service will apply.

## 7. eBanking and District

- 7.1 Personal customers may open the Account in their sole name and operate the Account using Our eBanking service, subject to the Special Terms and Conditions for that service. Details are available on request.
- 7.2 Business customers cannot open or operate, but may view, an Account using Our District service, subject to the Special Terms and Conditions for that service. Details are available on request.
- 7.3 Not all of the facilities offered through Our eBanking and District services are applicable to savings accounts. These services are also subject to periods of routine maintenance.

Please note that We may record or monitor calls to confirm details of Our conversations, and for verification and quality purposes.

This service may be temporarily unavailable when We are carrying out routine maintenance.

Call charges may vary. Please refer to Your phone company for details.

**8. Variation**

The terms and conditions for Your Danske Fixed Term Deposit Account will not be varied during the fixed term. Clause 27 of the General Terms and Conditions (Personal Accounts) and Clause 26 of the General Terms and Conditions (Business Accounts) is not applicable to the Danske Fixed Term Deposit Account. In the event of any change in applicable law or regulation, We reserve the right to vary the terms and conditions of Your Danske Fixed Term Deposit during the fixed term.

**9. Third Party Providers (TPPs)**

You may not access the Account using the services of a TPP since the Account is not a payment account under the Payment Services Regulations 2017.

**Treasury Fixed Term Deposit****Definitions**

The Definitions set out in the Bank's General Terms and Conditions – Business Accounts apply. In addition the following definitions apply to these Special Terms and Conditions:

“**Account**” means a Treasury Fixed Term Deposit Account opened by the Account Holder with Us under these Terms and Conditions. An Account can be opened in sterling or another acceptable currency;

“**Confirmation**” means a letter confirming the amount of the deposit, the Fixed Term of deposit and the interest rate which will apply.

A Confirmation is issued on the day the deposit is placed in the Treasury Fixed Term Deposit Account and on each subsequent Rollover date;

“**Fixed Term**” or “**Term**” means the term which is set out in the Confirmation letter;

“**Maturity Date**” means the date on which the Fixed Term as set out in the Confirmation letter ends;

“**Rollover**” means the automatic reinvestment of the balance in the Account (including capital and interest) on the Maturity Date on the basis of the terms set out in the Confirmation letter which is issued to You at the Maturity Date. Rollover will apply unless We receive Your contrary instructions in accordance with Clause 3.5 of these Terms and Conditions;

“**Service Account**” means an account from Our business current account range, a Business Investment Account, or a servicing account that You hold with the Bank in Your name(s). You will be required to maintain a Service Account for the duration of the Treasury Fixed Term Deposit Account.

**1. Opening an Account**

- 1.1 The Account is available to business customers including sole traders, partnerships, clubs, associations, charities, churches, trusts, societies, limited companies, unlimited companies, limited partnerships and limited liability partnerships who are running a designated

business.

- 1.2 You may discuss opening an Account by calling 0345 850 9515, by contacting Your Relationship Manager, or by visiting Your nearest branch.

**2. Cancellation rights**

- 2.1 Cancellation rights under the Financial Conduct Authority (FCA) Banking Conduct of Business Rules do not apply to the Account.
- 2.2 You have no right to cancel once the Fixed Term has commenced.

**3. Operation of the Account**

- 3.1 The Account is available for a Fixed Term of either:
  - (a) overnight;
  - (b) one, two or three weeks;
  - (c) one, two, three, four, five, six, seven, eight, nine, ten, eleven or twelve months or;
  - (d) for any term ending on a specified date as selected by You (subject to a maximum term of one year).
- 3.2 The minimum deposit required to open an Account is £250,000 (two hundred and fifty thousand pounds sterling) or currency equivalent. There is no maximum limit to the amount of funds You can invest.
- 3.3 Deposits must be made in cleared funds from Your Service Account (see Clause 3 in the General Terms and Conditions - Business Accounts).
- 3.4 Deposits are only accepted on the date that the Account is opened or on the last day of the Term (“the Maturity Date”) if the balance



- in the Account is rolled over for another Term. Further deposits cannot otherwise be made to Your Account but You can open more than one Treasury Fixed Term Deposit Account.
- 3.5 On the Maturity Date unless You instruct Us otherwise, the balance in the Account (including capital and any interest which has been credited to the Account) will be automatically reinvested for a new Fixed Term period which will be the same Term as the previous period. The new interest rate will be determined on the rollover date. If You do not want Us to rollover the balance of Your Account You must inform the Bank before 2pm on the Maturity Date by contacting Your local branch or Relationship Manager, or by telephoning Danske Bank Markets on 028 9089 1100. You will be sent a Confirmation letter.
- 3.6 The minimum balance must not fall below £250,000 (two hundred and fifty thousand pounds sterling) or currency equivalent. If this happens then the Account will continue to accrue interest at the rate specified in the Confirmation but at the Maturity Date, Rollover of the balance in the Account for another Term will not be permitted and the balance including any interest accrued will be automatically transferred to Your Service Account and the interest rates and terms and conditions for Your Service Account will apply.
- 4. Withdrawals**
- 4.1 Withdrawals can normally only be made on the Maturity Date. In exceptional circumstances, You may apply to close the Account (or make a withdrawal from the Account) before the Maturity Date. If the Bank approves Your application to close the Account (or to make a withdrawal from the Account) the Account will be closed (or the withdrawal will be made from the Account) on the date the application is approved. No early withdrawal charge is payable in the event of early withdrawal or closure.
- 4.2 In the event of the death of the Account Holder (or one of them if the Account is a joint Account), the Account may be closed and no early withdrawal charge will be applied.
- 5. Interest Rates**
- 5.1 Interest rates payable on Treasury Fixed Term Deposit Accounts are fixed at the date of receipt of the initial lodgement and thereafter at each Maturity Date where the balance on the account is reinvested for another Term.
- 5.2 You will be advised of the interest rate which will apply to Your Account in the Confirmation letter. This rate will apply for the Fixed Term.
- 5.3 Information about current interest rates may be obtained from Danske Bank Markets in Northern Ireland by telephoning 028 9089 1100.
- 5.4 Interest accrues on a daily basis at the agreed rate and is credited to the Account on the Maturity Date.
- 6. Statements**
- 6.1 Statements for Sterling Treasury Fixed Term Deposit Accounts will usually be provided half yearly by post unless You have opted to have statements made available through Our electronic mailbox service.
- 6.2 Where a transaction occurs in any month a statement or other notification about the transaction will be sent to You within a month of the transaction having taken place.
- 6.3 Statements are not issued for non-Sterling Treasury Fixed Term Deposit Accounts. Instead You will receive a Confirmation letter.
- 6.4 Where the Term of Your Treasury Fixed Term Deposit Account is greater than one month, We will send You a letter 14 days before the Maturity Date to remind You of the date that Your Account is due to mature.
- 6.5 You must advise Us immediately if Your statement or any Confirmation letter or other communication from Us contains any information with which You disagree.

**7. District**

- 7.1 You may view, but not operate, a Sterling Treasury Fixed Term Deposit Account using Our District Service, subject to the Special Terms and Conditions for that Service. Details are available on request. You cannot view or operate, a non-Sterling Treasury Fixed Term Deposit Account using Our District Service.
- 7.2 Not all of the facilities offered through Our District Service are applicable to savings Accounts. These Services are also subject to periods of routine maintenance.

Please note that We may record or monitor calls to confirm details of Our conversations, and for verification and quality purposes.

Call charges may vary. Please contact Your phone company for details.

**8. Variation**

The terms and conditions for Your Treasury Fixed Term Deposit Account will not be varied during the Fixed Term. Clause 26 of the General Terms and Conditions (Business Accounts) is not applicable to the Treasury Fixed Term Deposit Account. In the event of any change in applicable law or regulation, We reserve the right to vary the terms and conditions of Your Treasury Fixed Term Deposit during the Fixed Term.

**9. Third Party Providers (TPPs)**

You may not access the Account using the services of a TPP since the Account is not a payment account under the Payment Services Regulations 2017.

## Section 6

### Special Terms and Conditions – Mastercard Business Debit Card

This section sets out the Special Terms and Conditions which apply to Mastercard Business Debit Cards. These Special Terms and Conditions are in addition to the General Terms and Conditions - Business Accounts and to any Special Terms and Conditions for Your Account. Unless otherwise stated where these Special Terms and Conditions are not consistent with the General Terms and Conditions or any Special Terms and Conditions for Your Account then these Special Terms and Conditions will apply to the extent of that inconsistency in relation to Your use of Your Mastercard Business Debit Card.

#### Notes:

##### If You are a Corporate Opt-out Customer

If We have notified You that You are a Corporate Opt-out Customer then some of these Terms and Conditions will apply differently as explained in the separate Corporate Opt-out notification provided to You. To enable You to identify the Conditions that apply differently to You and to allow You to compare Your terms with those that apply to retail and small business customers, the Conditions that apply to You which are different are shaded in grey, and the differences explained. The grey shading is for ease of reference only, and is not intended to form part of this Agreement.

All Conditions that contain no shading apply to You as stated.

##### If You **are not** a Corporate Opt-out Customer

If We have **not** notified You that You are a Corporate Opt-out Customer the sections contained in grey shaded areas **do not** apply to You and do not form part of Your Agreement with Us.

If You have any queries in relation to the Corporate Opt-out, please contact Us.

#### Terms and Conditions

- 1. Scope**  
These Special Terms and Conditions (as may be amended from time to time) govern the possession and use of the Card and Personalised Security Credentials.
- 2. Definitions**  
The Definitions set out in the Bank's General Terms and Conditions - Business Accounts apply. In addition the following definitions apply to these Special Terms and Conditions.

“**Account**” means any business current

Account for which the Card is issued;

“**Card**” means a Mastercard Business Debit Card issued on Your Account which is not a

Deposit Card and includes all of the information shown on the Card. The Card may or may not bear a Contactless Indicator;

“**Cardholder**” means any person to whom We issue a Card or Deposit Card at Your request (including for the avoidance of doubt, You);

“**Cash Transaction**” means any cash payment out of Your Account as mentioned in Clause 5.3 or any donation to charity as mentioned in Clauses 5.2.1 and 5.2.2;

“**Contactless Chip Transaction**” means a payment out of Your Account which is authorised in the way set out in Clause 5.7.2

“**Contactless Indicator**” means the following symbol; ☺)

“**Credit Transfer**” means an electronic transfer of money directly from one account to another;

“**Deposit Card**” means a Mastercard Business Debit Card which is enabled in such a way that

it can only be used to make cash deposits to Your Account;

“EEA” means the European Economic Area, comprising the Member States of the European Union, plus Iceland, Liechtenstein and Norway;

“Function” means a function of the Card or Mastercard Business Debit number;

“Mastercard Business Debit number” means the number shown on the Card for the purpose of Mastercard Business Debit Transactions or for the purpose of making an Original Credit into Your Account;

“Mastercard Business Debit Transaction” means any payment made out of Your Account or authorised as mentioned in Clauses 5.4, 5.5, 5.6, 5.7.1 or 5.7.2;

“Original Credit” means a payment into Your Account as described in Clause 6.3;

“Person” means an individual, firm, company, society or unincorporated association;

“Personal Identification Number” (“PIN”) means the personal identification number that We give You to enable You to access Your Account or Service such as use of a Card;

“Personalised Security Credentials” means the personalised features provided by Us [such as Your PIN, an online application, password or other secure code] to enable You to authenticate Yourself for the purpose of accessing Your Account;

“Qualifying Area” means the territory of the United Kingdom and the EEA states;

“Recurring Transaction” (sometimes known as a “continuous payment”) means a series of Mastercard Business Debit Transactions which are debited from Your Account at agreed intervals pursuant to an authorisation which the Cardholder has provided to a

Supplier; as mentioned in Clause 5.6. The payments can be for varying amounts and the agreed intervals can be for different frequencies;

“Supplier” means any Person who accepts the Card or Mastercard Business Debit Card number as a means of making or authorising payment as mentioned in Clause 5.6. The payments can be for varying amounts and the agreed intervals can be for different frequencies;

“Spending Limit” means (subject to Clause 4.1) any daily restriction on the amount that the Cardholder can spend when making a Transaction. The Spending Limit on a Deposit Card will be set at zero;

“Transaction” means any Cash Transaction or Mastercard Business Debit Transaction [which includes Contactless Chip Transactions];

“You” and “Your” means any Person operating an Account with Us for which the Card is issued.

### 3. Obligations of a Cardholder

- 3.1 If You ask Us to issue a Card to a Cardholder then You will be liable for all Transactions which that Cardholder authorises and will be liable for all indebtedness created by that Cardholder as if the Card had been issued to and used by You. You can ask Us at any time to cancel any Card and You are responsible for ensuring that any such Card is returned to Us.
- 3.2 Where any obligation is imposed on a Cardholder by virtue of this Agreement then You are responsible for ensuring that the Cardholder is aware of that obligation and complies with it.
- 3.3 The Card can be used for business

expenditure only.

### 4. Overdrawing and Spending Limits

- 4.1 Overdrawing is subject to the Terms and Conditions for the Account.
- 4.2 Save and except for a Deposit Card, no Spending Limit for Mastercard Business Debit Transactions will apply to the Card. This means that there will be no daily restriction [subject to the terms and conditions for the Account] on the amount that the Cardholder can spend on goods and services at selected electronic terminals (POS terminals) and through certain internet sites operated by Suppliers. The Cardholder will not be separately advised of this in writing. You can apply to change this Spending Limit on the Card but any such application must be approved by You in accordance with the mandate held by the Bank for the Account.
- 4.3 Where You have requested a Deposit Card then the Spending Limit for Mastercard Business Debit Transactions and for Cash Transactions will be zero.
- 4.4 We may, following a request from You, set a Spending Limit when using the Card to make a Mastercard Business Debit Transaction. This will not apply to a Deposit Card. This means that there will be a daily restriction on the amount the Cardholder can spend when making a Mastercard Business Debit Transaction.
- 4.5 The Spending Limits which apply when using the Card to make a Cash Transaction are set out in the Payment Table.
- 4.6 The Spending Limits which apply when using the Card to make a Contactless Chip Transaction are set out in the Payment Table. If You have asked Us to set a Spending Limit

- for Debit Transactions on Your Card then each Contactless Chip Transaction will also be counted as a Debit Transaction for the purposes of determining compliance with that Spending Limit. You will be able to use Your Card to carry out Contactless Chip Transactions where the Card has this functionality.
- 4.7 In all cases, You can request that the Spending Limit (whether for Mastercard Business Debit Transactions or Cash Transactions) is varied on the Card by contacting Your Branch or Account Manager.
5. **Functions of the Card and how You can give and withdraw Your consent to a Transaction to make a payment out of Your Account**  
In order for payments out of Your Account to be made using the Card a Cardholder's consent will be required. The consent required will vary depending upon the type of Transaction.  
The Cardholder cannot stop or reverse a Transaction after a payment has been authorised in one of the ways set out in this Clause 5. We can only refund a payment which has already been authorised if the Payee refunds Us. Further information on Disputed Transactions is set out in Clause 5.9.  
The terms and conditions set out in this Clause 5 will only apply to (a) a domestic payment transaction which takes place wholly within the United Kingdom and the currency of the transaction is in sterling, (b) those parts of any payment transaction which take place within the United Kingdom where either of the following applies:
- (i) both the Payer and the Payee are in the United Kingdom but the currency of the transaction is in a currency other than sterling or euro; or
  - (ii) either, but not both, the Payer and the Payee is in the United Kingdom and the currency of the transaction is in a currency other than euro, and
  - (c) a payment transaction which takes place wholly within the Qualifying Area and the currency of the transaction is in euro.
- 5.1 The Cardholder cannot use the Card as a cheque guarantee Card.
- 5.2.1 The Cardholder can use the Card with the PIN to obtain cash, to make a donation to a charity (where the cash machine provider offers this service) and to access other services from cash machines which are authorised to accept the Card. For these purposes, there is a daily cash withdrawal limit on the Card. The standard daily cash withdrawal limits for Cards are set out in the Payment Table. However, We may agree to a request from You to change the daily cash withdrawal limit. Please ask Your Branch or Account Manager for details. The minimum withdrawal amount will depend upon the cash machine provider.
- 5.2.2 When the Cardholder uses the Card with their PIN to make a donation to a charity at a cash machine then the following terms will apply:
- Not all cash machine providers will offer this service. We do not provide this service (the service to make a donation to a charity) at any of Our cash machines;
  - Where you choose this service, the donation can be made to one of the charities selected by the cash machine provider and further details will be available from the cash machine provider. We are not responsible for the charities selected nor for any agreements that may exist between the charity and the cash machine provider;
- 5.3 The Cardholder can use the Card to make a cash withdrawal in pounds in the UK by presenting the Card at any Danske Bank branch in Northern Ireland or at a Post Office® counter. The Danske Bank Branch will require the Cardholder to sign a withdrawal authority. A Post Office® counter will require the Cardholder to use the Card with the PIN to authorise the withdrawal. The maximum withdrawal amount at a Post Office® counter is £500 (five hundred pounds sterling). The maximum withdrawal amount may not be
- The Transaction will be processed as a Cash Transaction and will be included in any calculation of the daily cash withdrawal limit for Your Card;
  - The Transaction will not be eligible for gift aid. If the Cardholder wishes to make a donation to charity with the benefit of gift aid then an alternative method of making the donation should be used. Please ask Your branch or Account Manager for details;
  - The donation to charity can be made either as a single Transaction at the cash machine or it may be combined with the provision of another service. Where it is combined with the provision of another service then the Cardholder will be asked to authorise the Transaction or series of Transactions by inputting the PIN only once. This will constitute a valid consent to process the Transaction or series of Transactions which will appear on Your statement as separate entries.

- available at every Post Office counter at all times.
- 5.4 The Cardholder can use the Card to make or authorise payments to Suppliers by presenting the Card or supplying the information shown on the Card to the Supplier. If the Cardholder uses the Card to make a payment on the internet We may need to authenticate their identity before payment can be authorised. Authentication is the process We use to confirm the person accessing the account is the Cardholder. We authenticate a Cardholder's identity using Personalised Security Credentials provided for this purpose. We may also use third party authentication services to confirm the Cardholder's identity. Personalised Security Credentials may need to be activated or registered with Us before they can be used and We will provide instructions on how to do this. Cardholders may also be required to register with an authentication service. In particular, We may require the Cardholder's mobile phone number to provide authentication codes. For this reason, it is important to keep information registered with Us up to date. If We are unable to authenticate the Cardholder's identity, We may not be able to authorise payments.
- 5.5 The Cardholder can use the Card and PIN to make or authorise payments to Suppliers where the Supplier has the necessary technology to facilitate this mode of Transaction. On some occasions the Supplier may agree to accept the Card and the signature of the Cardholder (for example where the technology is unavailable or is not working).
- 5.6 The Cardholder can use the Card (with the Personalised Security Credentials - if required) to authorise a Recurring Transaction. In these circumstances the Cardholder is giving consent to the Supplier to make each Recurring Transaction without the need for the Supplier to seek repeat authorisations. Typically this method of payment can be used for subscriptions for gym memberships, magazines, mobile phone services and other regular subscriptions. The Supplier should make the terms under which payments will be requested by way of Recurring Transaction clear to the Cardholder. A Recurring Transaction is not a Direct Debit and the Cardholder will not have the protections of the Direct Debit Guarantee Scheme in respect of any Recurring Transactions which are made from the Account. If the Cardholder wishes to cancel a Recurring Transaction then the Cardholder should inform Us no later than 3.30pm on the Business Day before the Supplier requests an authorisation for the next payment to be taken from the Account. If any further payments are taken from the Account after that date under the Recurring Transaction authority then We will immediately refund these to You on request. We also recommend that the Cardholder contacts the Supplier and gives notice of withdrawal of consent to any further payments being made from the Account under the Recurring Transaction authority. This will not cancel the agreement with the Supplier but it will cancel the payment authority. Where both the Payer and the Payee are (i) in the United Kingdom or (ii) in the Qualifying Area in the case of a euro payment if You can show Us that You did not authorise a Recurring Transaction or that You gave notice to the Supplier that it was cancelled then We will immediately refund any payments that were taken from Your Account, without Your authority, after that date.
- 5.7.1 The Cardholder can use the Card or Card details (with the Personalised Security Credentials - as required) to authorise a Mastercard Business Debit Transaction where the exact amount that will be debited is not known at the time of the authorisation (for example to hire a car or hotel room). In these circumstances:
- (a) provided that both the Payer and Payee are (i) in the United Kingdom or (ii) in the Qualifying Area in the case of a euro payment, You or the Cardholder may apply for a refund within eight weeks of the date the payment was taken from the Account, if the amount exceeds what the Cardholder would reasonably have expected to be taken from the Account taking into account the Payer's previous spending pattern and the terms and conditions that apply to the Card and the circumstances of the case. In order to process a refund request We may require the Cardholder to provide Us with additional information. We will either make the refund or provide You with Our reasons for refusing to make the refund within 10 Business Days of receiving Your request or where applicable within 10 Business Days of receiving such additional information as We have requested from You. You will not be entitled to a refund where the amount exceeds Your expectation solely due to a change in the exchange rate charged for Mastercard Business Debit Transactions on Your Account or where

- You or the Cardholder provided consent directly to Us for that payment to be made and (if applicable) details of the amount of the payment have been provided or made available to You (for example, by way of a Statement) for at least 4 weeks before the date it was due.
- (b) in respect of any parts of the transaction which are (i) in the United Kingdom or (ii) in the Qualifying Area in the case of a euro payment, We will not block funds on Your Account unless You have authorised the exact amount of the funds to be blocked and We will release the blocked funds without undue delay after becoming aware of the amount of the payment transaction and, in any event, immediately after receipt of the payment order.
- If You are a Corporate Opt-out Customer, the provisions of this Clause 5.7.1(a) will not apply to You and You will not be eligible to apply to Us for a refund in such circumstances.
- 5.7.2. The Cardholder can use the Card, if it bears the Contactless Indicator, to make a payment in certain retail outlets by holding the Card close to a Point of Sale Terminal which has contactless functionality enabled (Contactless Chip Transactions). For such Transactions the payment will be authorised by the Cardholder when the Cardholder places the Card within approximately 4 cm of the contactless terminal and without either inserting the Card into the contactless terminal or entering a PIN. As a security feature, occasionally the Cardholder will be asked to insert the Card into the terminal and enter a PIN in order to complete a Transaction. A Spending Limit applies to Contactless Chip Transactions as set out in the Payment Table.
- 5.8 The Cardholder may change their PIN or unlock their PIN by accessing the PIN Management Services option on those cash machines which have been authorised to offer this facility.
- 5.9 If the Cardholder disputes a payment that has been made from the Account using the Card then the Cardholder must provide Us with full details including the reasons for the dispute. We will investigate the claim. In certain circumstances it may be possible for Us to attempt to chargeback the Transaction under the card scheme rules. Chargeback does not give You any rights or protections and an attempt to chargeback a Transaction is not guaranteed to be successful. It is important that the Cardholder lets Us know about the disputed Transaction as soon as possible. We can only attempt a chargeback request within 120 days from the date that the Transaction appeared on the Account. If the payment has been processed as a Credit Transfer and not a Card payment out of Your Account then this Clause 5.9 will not apply. A payment can be processed as a Credit Transfer where for example You use the services of a TPP to access Your Account online to make a payment. Further information about TPPs can be found in Clauses 5.5.9 and 8 of the General Terms and Conditions - Business Accounts.
6. **Payments into Your Account using Your Card**  
The terms and conditions set out in this Clause 6 will only apply (a) to a domestic payment transaction which takes place wholly within the United Kingdom and the currency of the transaction is in sterling, (b) to those parts of any payment transaction which take place within the United Kingdom where either of the following applies:
- (i) both the Payer and the Payee are in the United Kingdom but the currency of the transaction is in a currency other than sterling or euro; or
  - (ii) either, but not both, the Payer and the Payee is in the United Kingdom and the currency of the transaction is in a currency other than euro, and
  - (c) a payment transaction which takes place wholly within the Qualifying Area and the currency of the transaction is in euro.
- 6.2 You can make a cash payment into Your Account at a Post Office® branch where that service is available, at a Branch counter (or at such other locations as we may from time to time decide) by using Your Card or Deposit Card. You can ask Us to restrict the functionality on the Card so that it can be used for the sole purpose of making cash lodgements to Your Account - the Card issued to the Cardholder will be a Deposit Card. A PIN will not be required where the functionality of the Card is restricted in this way. We will use the information from the chip/magnetic stripe on the Card to identify the Sort Code and Account Number of the Account to be credited. No other services would be available where You have asked Us to restrict the functionality of the Card in this way.
- 6.3 A Supplier may ask the Cardholder to use the Card and PIN where the Supplier wishes to refund a Mastercard Business Debit Transaction to Your Account which had been authorised using the Card.
- 6.4 A Supplier may credit funds to Your Account using Your Card details. This would apply where You have a contract with the Supplier under

which the Supplier may be obliged to pay You money in certain circumstances and the Supplier has used Your Card details for the purposes of making that payment. The payment into Your Account is known as an "Original Credit". The maximum and minimum amounts that can be credited to Your Account using this method vary. Further details can be found on the Payment Table or from the Supplier.

## 7. Restrictions On Use

- 7.1 The Card can only be used:
- (a) during the validity period shown on the Card;
  - (b) in accordance with these Special Terms and Conditions; and
  - (c) in accordance with the verification procedures and operating instructions which the Bank approves from time to time.
- 7.2 We will from time to time renew the Card when it expires, except as mentioned in Clause 13.
- 7.3 We will from time to time, if the Cardholder asks and except as mentioned in Clause 13:
- (a) replace a damaged Card; and
  - (b) replace a Card and change the Personalised Security Credentials where any of these is liable to misuse, if in Our reasonable opinion the replacement of these will not be misused.
- 7.4 The PIN change facilities will be temporarily unavailable during the period a Card is being renewed or replaced.
- 7.5 The Card must not be used if the Agreement is ended or if the Card is stopped or suspended. The Card must not be used for any Function which is stopped or suspended or which is not offered as a Function of the Card

within the terms and conditions for the Account.

- 7.6 We are the owner of the Card. If We end the Agreement or stop or suspend the Card, We can keep the Card or, if We ask, the Cardholder must immediately cut the Card vertically through the magnetic stripe on the Card and through the electronic chip on the Card and return the Card to Us.
- ## 8. Debits
- 8.1 We can debit the amount of a Cash Transaction or Mastercard Business Debit Transaction to the Account. Details of the time taken to process payments are set out in the Payment Table under the heading Payments from Your Account. The Entry Date can be after the date of the Transaction if the cash machine operator or the Supplier delays in asking Us for payment.
- 8.2 We can choose the order in which We debit all or any Transactions. We can choose to debit all or any Transactions in priority to other drawings.
- 8.3 We will convert into sterling the amount of a non-sterling Transaction or a refund of a non-sterling Transaction at a rate determined by Us for the relevant currency (known as the "Danske Bank Card Exchange Rate (UK)"). A non-sterling Transaction is a Transaction where You have not opted to pay in sterling either at the point of sale by making a debit card payment in a foreign currency or by making a cash withdrawal in a foreign currency outside the UK (within the UK where this facility is available) and We then convert the Transaction amount into sterling before We debit Your Account. The Danske Bank Card Exchange Rate (UK) is the Payment

Scheme Reference Exchange Rate which applied on the date that the Transaction was received by the Payment Scheme. This rate is subjected by Us to average weighting so that the exchange rate used for all Transactions processed by us on that date are equalised. Transactions can be processed by Us on non-business days. The statement 'Entry Date' for a Transaction that is processed on a non-business day will be the next business day. The Payment Scheme Reference Exchange Rate is the exchange rate set by Mastercard and which is prevailing at the time your Transaction was received by the Payment Scheme. You can compare the Payment Scheme Reference Exchange Rate (including any non-sterling transaction fee) to the latest published European Central Bank rate for certain currencies on Our Website at [danskebank.co.uk/personal/products/card-currency-conversion-calculator](https://danskebank.co.uk/personal/products/card-currency-conversion-calculator). We will apply the Danske Bank Card Exchange Rate (UK) when the Transaction is processed by Us. You can find out the Danske Bank Card Exchange Rate (UK) for the relevant currency from Our website at [danskebank.co.uk/travelmoney](https://danskebank.co.uk/travelmoney). The rates displayed are historical and are therefore indicative only for the purposes of calculating the rate that You will be charged for a non-sterling Transaction that has not yet been processed by Us. Daily rate fluctuations will occur.

- 8.4. The Danske Bank Card Exchange Rate (UK) for the relevant currency will be adjusted by adding a non-sterling Transaction fee of 2.75% of the value of the Transaction. The adjusted rate will be the rate that appears on Your statement. Your statement will also



- display the amount of the non-sterling Transaction fee.
- 8.5 When You authorise a non-sterling Transaction We reserve the amount of the Transaction against the available balance on Your Account. This means that Your available balance is immediately reduced by the amount of the Transaction. When the currency conversion takes place the amount debited to Your Account may differ from that which was reserved, in accordance with Clause 8.3 above. The non-sterling Transaction fee will be debited to Your Account and the Entry Date on Your statement will be the same date as the non-sterling Transaction is debited to Your Account.
- 9. Your liability**
- 9.1 Subject to Clause 10, You will be liable for all Transactions which have been authorised in one of the ways set out in Clause 5.
- 9.2 You will be so liable, even if, after the date of authorisation:
- joint Account instructions have ended or altered;
  - the debit is delayed;
  - the agreement between You and Us under these Special Terms and Conditions is ended;
  - the Card is stopped or suspended or expired;
  - You have asked Us to cancel any Card but the Card has not been returned to Us; or
  - any Function is stopped or suspended.
- 9.3 We can take these payments:
- from money in the Account, if there is any available;
  - from any Arranged Overdraft facility or arranged excess for the Account; or
- by permitting an Unarranged Overdraft or an unarranged excess.
- 9.4 You must, as soon as the Bank demands, repay any overdrawn which arises as mentioned in Clause 9.3.
- 10. Your Liability if the Card or Personalised Security Details are lost, stolen or misused**
- 10.1 If:
- the Personalised Security Credentials become known (or You or any Cardholder suspects have become known) to anyone other than the Cardholder;
  - You or any Cardholder become aware that the Card or Personalised Security Credentials have been lost, stolen or fraudulently accessed;
  - You or any Cardholder become aware of any unauthorised Transaction or error on the Account using the Card or Personalised Security Credentials; or
  - You or any Cardholder think someone else has or may try to access Your Account using the Card or Personalised Security Credentials.
- You and/or any Cardholder must notify Us without undue delay. You and/or any Cardholder can do this by way of any of the methods set out in Part 1 of the General Terms and Conditions - Business Accounts under the heading "How You can contact Us". Further details are available in any Branch and on Our Website. You or any Cardholder can also notify Us through a Card notification agency which the Bank approves.
- If a Card is retained or recovered after We have received notice under this Clause 10.1, the Card or Personalised Security Credentials must not be used, and the Card must be cut vertically through the magnetic stripe on the Card and through the electronic chip on the Card and safely disposed of.
- 10.2 You and any Cardholder must give Us, if asked, all the information You or any Cardholder may have relating to the matter notified under Clause 10.1 and/or any other information which We can reasonably ask for to help to recover the Card and investigate the matter. We can require You to report the matter to the police. We can disclose any information which We reasonably decide may be relevant to the police and to any other authorities that We reasonably decide may be relevant.
- 10.3 Where a Card or Personalised Security Credentials have been lost or stolen, You will not have to pay for any losses in respect of unauthorised payments arising as a result.
- 10.4 Your Liability and Our liability is as set out in Clauses 6 and 7 of the General Terms and Conditions - Business.
- 11. Care of the Card and Personalised Security Credentials**
- 11.1 The Cardholder must only use the Card and Personalised Security Credentials in accordance with these Special Terms and Conditions.
- 11.2 The Cardholder must never allow anyone else to use the Card or Personalised Security Credentials.
- 11.3 The Cardholder must at all times take reasonable steps to keep the Card and Personalised Security Credentials safe. The Cardholder must:
- Never post the Card to anyone - not even to Us - without firstly cutting the Card vertically through the magnetic stripe and the electronic chip on the Card;
  - Never respond to an email, SMS or telephone request, even where this

- appears to be from Us, which asks the Cardholder to enter or provide the Card details and/or Personalised Security Credentials. We will never send You an email, SMS or telephone You to seek this information. If You receive an email, SMS or a telephone call of this nature then it is likely to be fraudulent;
- Never give the Card to anyone else. When making a Transaction the Cardholder should retain control of the Card at all times;
  - Never give the Personalised Security Credentials to anyone else, not even the police, or Bank staff;
  - Always keep any device used for the purpose of generating or receiving Personalised Security Credentials secure and protected from unauthorised use, for example, by setting up a PIN or other protection to restrict access to this information;
  - Always remove any Personalised Security Credentials or information relating to these credentials from a device before replacing or disposing of it.
  - Never write the PIN on the Card or on anything usually kept with it. If the Cardholder writes the PIN down then he must take reasonable steps to disguise it;
  - Always ensure that when using a key pad to enter the PIN (e.g. at a cash machine or in a shop), the Cardholder takes steps to cover or conceal the PIN number, even where there is no one else present;
  - Always take reasonable steps when using the Card details online to ensure that the website being used is safe e.g. only use websites where the URL line begins with
- https:// and where the padlock symbol is displayed;
- Always exercise care with the storage and disposal of any information about the Card and Personalised Security Credentials, for example, PIN or password notifications should be destroyed as soon as they are used and should never be shared with anyone;
  - Always sign the Card as soon as it is received;
  - Never choose Personalised Security Credentials containing a combination of numbers which may be easy to guess (for example, birthdays, consecutive numbers, etc).
- 12. Suppliers etc.**
- 12.1** Any prospective Supplier can ask Us to authorise a prospective Mastercard Business Debit Transaction. We can refuse to authorise a prospective Mastercard Business Debit Transaction. Where We do so We will give notice of the refusal via the Supplier. If the Cardholder was not made aware of the reasons for the refusal at the time of the Mastercard Business Debit Transaction, We will make this available if You or the Cardholder contacts Us. See the section in Part 1 of the General Terms and Conditions - Business Accounts - "How You can contact Us".
- 12.2** After We have authorised a prospective Mastercard Business Debit Transaction, We will:
- (a) reduce the amount available for withdrawing from the Account by the amount of the payment authorised (whether or not debited); and
  - (b) restore the amount available for withdrawing from the Account if We have received satisfactory verification for this purpose from the prospective Supplier.
- 12.3** If You are entitled to a refund We will credit to the Account the amount of the Mastercard Business Debit Transaction.
- 12.4** You must not withhold payment to Us or otherwise make any claim or set-off against Us for any claim which You may have against any Supplier, unless the law gives the You a right to do this.
- 12.5** We will not be liable to You (whether or not it is the Cardholder who makes or tries to make the Transaction) for:
- (a) any failure or delay by any other Person to accept the Card; or
  - (b) any failure or delay by any other Person to carry out a Function detailed at Clause 5 of these Special Terms and Conditions because the Cardholder is unable for any reason to use their Personalised Security Credentials to authorise a payment or Transaction; or
  - (c) the way in which any other Person communicates such failure or delay or communicates any refusal to authorise a prospective Mastercard Business Debit Transaction.
- 13 Stopping or Blocking Your Card**
- 13.1** We can stop or suspend all or any of the Cards, or stop or suspend any Function, or refuse in relation to any Cardholder to renew or replace any Card for any of the following reasons where:
- (a) We reasonably believe that the security of the Card or Personalised Security Credentials are at risk;

- (b) We have reasonable grounds to suspect unauthorised or fraudulent use of the Card or Personalised Security Credentials;
  - (c) Your Account is overdrawn and We believe that there is a significantly increased risk that You may be unable to fulfil Your obligations to repay the overdrawn amount;
  - (d) We have a legal obligation to do so; or
  - (e) You have broken these Terms and Conditions.
- We may also refuse to carry out individual Transactions on Your Account in accordance with Clause 9 of the General Terms and Conditions - Business Accounts.
- 13.2 Where We have exercised Our rights under Clause 13.1 We will where reasonably possible (and where it would not be a breach of security or be against the law) give You appropriate notice of Our intention to do so and explain Our reasons. If We have not contacted You in advance and a Transaction is refused We will make this information available to You if You contact Us. See the section in Part 1 of the General Terms and Conditions "How You can contact Us". We will replace Your Card and/or Personalised Security Credentials as soon as reasonably practicable after the reasons for stopping their use cease to exist.
- 13.3 You can end the Agreement by giving notice in accordance with the General Terms and Conditions - Business Accounts to Your Branch, cutting all Cards vertically through the magnetic stripe on the Card and through the electronic chip on the Card and enclosing all Cards with the notice.
- 13.4 You can stop any Card by giving notice in writing to Your Branch, cutting the Card vertically through the magnetic stripe on the Card and through the electronic chip on the Card and enclosing the Card with the notice.
- 13.5 The ending of this Agreement and/or the stopping or suspending of the Card and/or any Function will not affect Your liability to Us and We shall remain entitled to honour and to charge to the Account and You shall remain liable for any Transactions and withdrawals (and associated costs, charges and expenses) made or authorised using the Card. It is Your responsibility to ensure that all Cards and other relevant items are returned to Us.

## Section 7

### Special Terms and Conditions - Automated Deposit Service

These Special Terms and Conditions apply when You deposit coins and/or notes:

- At one of Our Automated Deposit Machines; or
- At one of our cash machines which permits deposits (Deposit ATM).

The Automated Deposit Service can only be used to deposit sterling bank notes and sterling coins. You can only use this Service to credit an account you hold with Us.

These Special Terms and Conditions are in addition to the General Terms and Conditions and to any Special Terms and Conditions for Your Account. Unless otherwise stated where these Special Terms and Conditions are not consistent with the General Terms and Conditions or any Special Terms and Conditions for Your Account then these Special Terms and Conditions will apply to the extent of that inconsistency in relation to Your use of the Automated Deposit Service.

When You make a deposit using the Automated Deposit Service ('the Service') the following conditions apply:

1. You can deposit funds to an account that You hold a Danske Bank debit card for or to an account with Us that You have the Sort Code and Account Number for (subject to the terms and conditions for that account). To use the Service You should insert Your Danske Bank debit card into the card reader on the machine or You should enter the sort code and account number for the account that You wish to credit **Please enter this information carefully.** If You enter an incorrect sort code or account number the deposit may be paid into someone else's account and You may not be able to get it back. You should then follow the instructions on the screen.
2. If You manually enter a sort code and account number to initiate the Service You can insert a reference for identification of the deposit when it appears on the Account.
3. Only sterling banknotes may be deposited via the note acceptor. You may deposit sterling banknotes of mixed denomination. You do not need to separate the banknotes by denomination but You should ensure that the banknotes are neatly presented, flat and do not contain any foreign objects, for example, staples/paperclips.
4. Depending on the capacity of the machine at the time of use You may deposit up to a maximum of 200 notes per transaction (which You may have to insert into the machine in smaller batches). There are limits on the amount You may deposit by Danske Bank debit card or by manual entry of Sort Code and Account Number of a valid Danske Bank Account – see Our Website for details of the limits which may change from time to time. Any notes which You attempt to deposit above those limits will be returned to You.
5. Only sterling coins may be deposited via the coin drawer. You do not need to separate coin by denomination but You should ensure no foreign objects are included.
6. The number of coins You can deposit is dependent on the capacity of the machine at the time of Your deposit. Any coins which exceed this capacity will be returned to You.
7. Any part of Your deposit (not including confirmed counterfeit notes) that cannot be accepted will be returned to You at the time and You may re-attempt to deposit the returned items. When the transaction is completed You will be issued with an advice note which You should retain for Your own records.
8. Any counterfeit notes which are detected will be retained by the machine. You will not receive value for those items but We will advise You that such items have been retained.
9. We will process payments within 2 hours of the date and time that the deposit is made. This means that the funds will be credited to Your Account, or the Account that You have asked Us to credit, within 2 hours and will then be immediately available to You and will be value dated for interest purposes on the date of receipt.

10. If there are any differences between the amount that You state You have deposited to the Account and the amount that You have logged to the Account then You must immediately report the matter to Us. To submit a case for investigation We will ask You either to: (i) complete a web form available at <https://danskebank.co.uk/autodeposit> or (ii) give Us the details of Your query over the telephone or in branch. We will then investigate the matter. We will check that there was no malfunction of the mechanism of the Automated Deposit Service at the relevant time and We will also carry out a reconciliation of the transactions processed via the Automated Deposit Service. It may take up to 14 days to investigate Your case. Where appropriate We will credit Your account by close of business the next business day and advise You by letter of the next steps. Where We find our machines did not malfunction or make an error We may debit Your account within 14 days and notify You by letter.
11. If You have made a mistake when keying the Sort Code and Account Number and as a result the wrong account has been credited with the funds then You must report this to Us immediately and We will make reasonable efforts to try to recover the funds for You. We cannot guarantee that this will be possible.
12. We do not charge You to use the Automated Deposit Service, however if You are a business customer fees and charges may apply. See Our 'Fees and Service charges explained - Business Accounts' leaflet for more information.
13. We may ask You to stop using this Service if We, acting reasonably, believe that Your use of the Service might impact on levels of service for other customers. This may happen because of the time that You take to make large deposits and/or the time or location that You choose to make any such deposits.

## Section 8

### Special Terms and Conditions - 24 Hour Telephone Banking

24 Hour Telephone Banking is a Service which may be available with Your Account. In this Section We will set out the Special Terms and Conditions which apply to 24 Hour Telephone Banking. These Special Terms and Conditions are in addition to the General Terms and Conditions - Personal Accounts or Business Accounts (as applicable) and to any other Special Terms and Conditions that apply to Your Account or Service.

**References in these Special Terms and Conditions to the 'General Terms and Conditions' should be construed as references to the Bank's General Terms and Conditions - Personal Accounts or the Bank's General Terms and Conditions - Business Accounts as applicable to the Account which You hold.**

Unless otherwise stated where these Special Terms and Conditions for 24 Hour Telephone Banking are not consistent with any of the other aforementioned Terms and Conditions then the Special Terms and Conditions for 24 Hour Telephone Banking will apply to the extent of that inconsistency in relation to the operation of the 24 Hour Telephone Banking Service.

These Special Terms and Conditions may be obtained by selecting the "speak to an adviser" option on the menu when You access Our 24 Hour Telephone Banking Service or by phoning Your Branch.

A User will be able to use Our 24 Hour Telephone

Banking Service to access his/her own Accounts and may be able to use Our 24 Hour Telephone Banking Service to access the Accounts of another Account Holder. Accordingly, a User can fall within the definition of both "You" (in respect of his/her own Accounts) and "Nominated User" (in respect of the Accounts of another Account Holder) and these Terms and Conditions should be read accordingly.

For details on how to first access Our 24 Hour Telephone Banking Service, call **0345 7 365 024**.

If You are phoning from abroad, call **0044 28 9004 9212**.

Enter Your **customer number**, followed by # (the **hash key**).

Then enter Your **access code**, followed by #.

**What services are available on 24 Hour Telephone Banking Service**

You can use the service to access Your Account for the purposes of:

- Making an enquiry about balances and transactions
- Getting a summary of the balances on your accounts
- Changing your access code
- Requesting eBanking
- Setting up account codes

If You and/or a Nominated User believe that Your or their Telephone Banking Security Information has (or may have) become known to someone else, please refer to Clause 16 of these Special Terms and Conditions which sets out the actions You and/or the Nominated User must take.

Our 24 Hour Telephone Banking Service may be temporarily unavailable for periods of routine maintenance.

#### Special Notes for Business Customers

If We have notified You that You are a Corporate Opt-out Customer then some of these Terms and Conditions will apply differently as explained in the separate Corporate Opt-out notification provided to You. To enable You to identify the Conditions that apply differently to You and to allow You to compare Your terms with those that apply to retail and small business customers, the Conditions that apply to You which are different are shaded in grey, and the differences explained. The grey shading is for ease of reference only, and is not intended to form part of this Agreement. All Conditions that contain no shading apply to You as stated.

#### If You are not a Corporate Opt-out Customer

If We have not notified You that You are a Corporate Opt-out Customer the sections contained in the grey shaded areas do not apply to You and do not form part of Your Agreement with Us.

If You have any queries in relation to the Corporate Opt-out, please contact Us.

**Definitions:**

The Definitions in the Bank's General Terms and Conditions apply. In addition the following definitions apply to these Special Terms and Conditions;

**"Access Code Number"** (or "ACN") means the four digit PIN number which We have notified in writing in accordance with Our procedures to a prospective User and any replacement ACN chosen by a User. The ACN together with a User's Customer Number are used to access the 24 Hour Telephone Banking Service.

**"Agreement for 24 Hour Telephone Banking Service"** means either a Customer Agreement for a Package with Us which provides for Our 24 Hour Telephone Banking Service or the 24 Hour Telephone Banking Service Letter.

**"Customer Number"** means the customer number which is advised to a User in the 24 Hour Telephone Banking Service Letter.

**"Nominated User(s)"** means a person who has:

- (a) been authorised by the Account Holder (or in the case of a joint Account the Account Holders) under Clause 5 and in accordance with these Special Terms and Conditions;
- (b) complied with the requirements which We specify shall apply from time to time in respect of Nominated Users (including, for example, providing Us with such documentation as We may require);
- (c) been accepted by Us; and
- (d) accepted these Special Terms and Conditions to operate an Account (as specified in the Mandate(s) relating to the Nominated User) through the 24 Hour Telephone Banking Service all in accordance with the provisions of these Special Terms and Conditions.

**"Telephone Banking Security Information"** means a User's ACN and Customer Number used in connection with the 24 Hour Telephone Banking Service.

**"24 Hour Telephone Banking Service"** means the 24 Hour Telephone Banking Service We make available through the public telecommunication network to enable the receipt and transmission of information by telephone (including in relation to an Account).

**"24 Hour Telephone Banking Service Letter"** means the letter from Us to You or a Nominated User offering access to Our 24 Hour Telephone Banking Service.

**"User"** means You (where You are registered as a User pursuant to Clause 3) and a Nominated User.

**"User Guide"** means the user guide which We issue to each User in connection with the use of Our 24 Hour Telephone Banking Service which explains how the service operates and how to perform various functions associated with the service, as updated from time to time.

**Offer**

1. We offer to make available to You and any Nominated User on these Special Terms and Conditions the 24 Hour Telephone Banking Service.
2. You, and in the case of a Nominated User, the Nominated User should read these Special Terms and Conditions carefully before taking any of the steps set out in this Clause 2. If there is any point You do not understand You should contact Us before proceeding. We will rely on these Special Terms and Conditions as soon as You take any of the following steps:

- (a) when You, or in the case of a Nominated User, the Nominated User, sign and return to Us the Agreement for 24 Hour Telephone Banking Service;
- (b) when You complete Our Mandate(s) referred to in Clause 5 below;
- (c) when You, or in the case of a Nominated User, the Nominated User, first access the 24 Hour Telephone Banking Service using the User's Telephone Banking Security Information.

3.1 Once You, or in the case of a Nominated User, the Nominated User:

- (a) has taken any of the steps set out in Clause 2 of these Special Terms and Conditions; and
- (b) accessed the 24 Hour Telephone Banking Service using the User's Telephone Banking Security Information;

We will register You, or in the case of a Nominated User, the Nominated User, as a User of the 24 Hour Telephone Banking Service in accordance with these Special Terms and Conditions.

Once a User is registered, the User may use the 24 Hour Telephone Banking Service in accordance with these Special Terms and Conditions.

3.2 The User agrees to follow the instructions given in the User Guide.

4. You agree and acknowledge that an instruction from a User to Us using correct Telephone Banking Security Information via the 24 Hour Telephone Banking Service will be treated by Us as Your consent to comply

with that instruction and We will treat it as a valid and irrevocable authority for Us to follow that instruction. Accordingly, We may (subject to any legal or regulatory requirements, without enquiring into the purpose or circumstances of the instructions or transaction) honour such instruction.

#### Nominated User

5. We may allow You to nominate a person as a Nominated User to access an Account. We will ask You to complete a Mandate. You may notify Us in writing that You wish to amend or revoke the Mandate(s) which You have executed in respect of a Nominated User. A Nominated User's right to use the 24 Hour Telephone Banking Service to access and/or operate an Account will be withdrawn when You have notified Us when You want that to happen.
6. You should ensure that any Nominated User has read and understood these Special Terms and Conditions. You must also ensure that the Nominated User complies with all Your obligations under these Special Terms and Conditions.
7. A User may continue to use the 24 Hour Telephone Banking Service unless:
  - (a) Our 24 Hour Telephone Banking Service is cancelled or terminated under these Special Terms and Conditions; or
  - (b) access for that User to the 24 Hour Telephone Banking Service is denied under these Special Terms and Conditions; or

(c) where that User is a Nominated User, the Mandate provided by You in relation to that Nominated User is revoked by You.

#### Use of Our 24 Hour Telephone Banking Service

8. You and any Nominated User agree and acknowledge that the balance information for an Account will include items that are not cleared.
9. You and any Nominated User agree that You and any Nominated User shall not make use of all or any part of Our 24 Hour Telephone Banking Service or any information available on Our 24 Hour Telephone Banking Service on behalf of any third party (other than as permitted by these Special Terms and Conditions), or resell or otherwise make all or any part of Our 24 Hour Telephone Banking Service available to a third party (other than as permitted by these Special Terms and Conditions).
10. You and/or the Nominated User shall advise Us without delay if You and/or the Nominated User encounters any interruption or failure of Our 24 Hour Telephone Banking Service. It is Your and/or the Nominated User's responsibility to use other means of giving and obtaining information if for any reason Our 24 Hour Telephone Banking Service is unavailable for use or malfunctioning. We will advise You and/or the Nominated User of the alternative means to be used to communicate information and operating instructions during the period Our 24 Hour Telephone Banking Service is interrupted.

#### Your Responsibilities

11. You and any Nominated User are responsible for the acquisition, operation and maintenance of communications equipment which can communicate with the equipment and software used by Us from time to time in connection with Our 24 Hour Telephone Banking Service.
12. You must take all reasonable steps to keep Your Telephone Banking Security Information safe. You must:
  - change Your ACN allocated to You by Us when You first access Our 24 Hour Telephone Banking Service and thereafter at least once every three months;
  - Never permit any other person to use Your Telephone Banking Security Information. If You wish to permit any other person to use Your Account then You should ask Us to give You the relevant application form to appoint that person as a Nominated User;
  - Never disclose Your Telephone Banking Security Information to any other person (not even the police or Bank staff);
  - Never respond to an email, SMS (text message) or telephone request, even where this appears to be from Us, which asks You to disclose Your Telephone Banking Security Information or any part of it. The Bank will never send You an email, SMS (text message) or telephone You to seek this information. If You receive an email, SMS (text message) or a telephone call of this nature then it is likely to be fraudulent;
  - Never record or store Your Telephone Banking Security Information anywhere (including, for example, the memory of any



- telecommunications equipment used to access Our 24 Hour Telephone Banking Service] without at first taking reasonable steps to disguise it; and
- Immediately report to Us if Your Telephone Banking Security Information is lost or stolen or You think someone else knows it You should comply with Clause 14.
13. You must ensure that a Nominated User complies with the provisions of Clause 12 in relation to their Telephone Banking Security Information.
14. If:
- (a) a User's Telephone Banking Security Information becomes known (or You or the Nominated User suspects it has become known) to anyone other than the User;
  - (b) any correspondence from Us containing a User's ACN and/or Customer Number has been, or appears to have been, opened or tampered with; or
  - (c) You or the Nominated User thinks someone else has or may try to access Your Account;
- You and/or the Nominated User must immediately notify Us without undue delay. You and/or the Nominated User can do this in the ways set out in Part 1 of the General Terms and Conditions - Personal or Business (whichever is applicable) under the heading "How You can contact Us". Further details are available in any Branch and on Our Website.
- Allocation of liabilities**
15. You are liable for any breach by a Nominated User of these Special Terms and Conditions as if such breach had been committed by You.
16. You will be liable for any loss or damage incurred by another party due to breach of these Special Terms and Conditions by You or by any Nominated User where such breach constitutes fraud or negligence by You or by any Nominated User and You shall indemnify Us for any such claims made against Us by other parties and for any costs incurred in respect of such claims.
17. Without prejudice to the provisions of Clauses 6 and 7 in the General Terms and Conditions - Personal or Business (whichever is applicable), You and each Nominated User acknowledge that, subject to Your and their rights implied at law which cannot be excluded, We are not liable:
- (a) for any breakdown or interruption in Our 24 Hour Telephone Banking Service due to circumstances beyond Our reasonable control or for periods of planned downtime, including, without limitation, for routine maintenance to computing or electronic or other communications equipment or software;
  - (b) for any breakdown in, interruption or errors caused to Your or the Nominated User's telecommunications, computer or computing equipment or software as a result of using Our 24 Hour Telephone Banking Service;
  - (c) for any delays or errors by other parties;
  - (d) for any loss of profit, loss of revenue, loss of data, loss of use, loss of goodwill, loss of savings, interruption of business or claims of third parties or any other costs or losses, whether caused to You or a third party, that are indirectly caused by the event which led to any claim against Us, unless specifically stated in these Special Terms and Conditions even if We have been advised of the possibility of such loss or damage;
- (e) for any reliance placed by You or any Nominated User on any part of Our Website or these Special Terms and Conditions which may have been stored or retained by You or any Nominated User and which may be out of date or otherwise amended (where applicable, in accordance with these Special Terms and Conditions) at any time and from time to time;
- (f) for losses or damage suffered by You or any Nominated User which results from any event referred to in Clause 28.2 of the Bank's General Terms and Conditions - Personal or Clause 27.2 in the General Terms and Conditions - Business (whichever is applicable);
- (g) for losses or damage which arise due to any disclosure by a User of his/her Telephone Banking Security Information; or
- (h) for losses or damage which arise due to any failure or defect in Your or any Nominated User's telecommunications equipment.
18. Nothing in these Special Terms and Conditions shall:
- (a) exclude or restrict Our liability for fraudulent misrepresentation by Us, Our

- employees, officers or agents or for death or personal injury resulting from Our negligence or the negligence of Our employees, officers or agents; or
- (b) operate so as to affect You or a Nominated User's statutory rights where Our services are supplied to You or a Nominated User as a consumer.

#### Our Responsibilities

19. We are not responsible for any information becoming known to any third party as a consequence of errors in the transmission of Your or any Nominated User's data or as a consequence of any third party gaining unauthorised access to the data transmission line in Our equipment or software (provided that We comply with Our obligations to take appropriate measures to protect against unauthorised access by any third party to any of Your or a Nominated User's personal data retained by Us).
20. You and any Nominated User acknowledge that We may reverse the linking of an Account to Our 24 Hour Telephone Banking Service for any reason (including, without limitation, because the relevant Account has been closed).
21. You and any Nominated User acknowledge that the correctness of information about an Account which a User obtains through Our 24 Hour Telephone Banking Service is subject to checking by Us as part of Our normal procedures and reflects the entries that have been posted to the relevant Account at the time the information is obtained.
- Suspending or Terminating Your 24 Hour Telephone Banking Service**
- 22.1 We can stop or suspend Your use of Your Telephone Banking Security Information, the 24 Hour Telephone Banking Service or any service on 24 Hour Telephone Banking:
- (a) where We reasonably believe that a User's Telephone Banking Security Information is at risk;
- (b) where We have reasonable grounds to suspect unauthorised or fraudulent use of the Telephone Banking Security Information or the 24 Hour Telephone Banking Service;
- (c) where We have a legal obligation to do so; or
- (d) where You have broken the terms of this Agreement or any of the terms of the General Terms and Conditions.
- 22.2 Where We have exercised Our rights under Clause 22.1 We will where reasonably possible (and where it would not be a breach of security or against the law) give You appropriate notice of Our intention to do so and explain Our reasons.
- 22.3 You can terminate these Special Terms and Conditions and therefore Your 24 Hour Telephone Banking Service at any time and without penalty by notifying Us in writing or by contacting Your Branch.
- 22.4 If this Agreement is purportedly terminated by either You or Us at a time when You are also a Nominated User in relation to the Accounts of another Account Holder, Your Telephone Banking Security Information will remain useable in relation to Your Accounts notwithstanding such termination and You will continue to be bound by these Terms and

- Conditions until the Agreement for 24 Hour Telephone Banking Service is terminated.
- 22.5 We can terminate these Special Terms and Conditions and therefore Your 24 Hour Telephone Banking Service by giving You at least two months' notice for any of the reasons set out in Clause 20 of the General Terms and Conditions - Personal or Business (whichever is applicable). If You are a Corporate Opt-out Customer then this Clause 22.5 will apply save that the period of notice can be less than two months but will always be at least thirty days.
- 22.6 If Your Account is terminated in accordance with the provisions of the General Terms and Conditions, then Your 24 Hour Telephone Banking Service will be automatically terminated.
- 22.7 If Your 24 Hour Telephone Banking Service is terminated in accordance with this Clause 22, then each User's access to the 24 Hour Telephone Banking Service in relation to Your Account will automatically be terminated.
- 22.8 If a Nominated User's Mandate is withdrawn in accordance with Clause 7, then that Nominated User's access to the 24 Hour Telephone Banking Service in relation to Your Account will automatically be terminated.
- 22.9 Any termination of this agreement or the use of a User's 24 Hour Telephone Banking Service is without prejudice to any accrued rights and/or remedies.

#### Disputes

23. In relation to any dispute the properly authenticated messages as archived on Our equipment shall be admissible as evidence of the contents of those messages.

## Section 9

### Special Terms and Conditions – District and Electronic Signature

#### Introduction

District (formerly known as Business eBanking) is the Bank's internet-based office-banking system, which provides access to account information, payments and other Transactions requested by the Customer.

The Terms and Conditions for District and Electronic Signature include a description of the system.

**Part 1** – describes the options available in District and how to use the system.

**Part 2** – describes the security requirements for District Users.

**Part 3** – describes the contractual aspects of connecting to District.

These Special Terms and Conditions (the “District Terms”) supplement the Danske Bank Business Banking General Terms and Conditions (the “General Terms” which apply to Your Account with Us). Any defined terms in these Terms will have the same meaning given in the General Terms unless stated otherwise. In the case of any conflict between the conditions set out in the General Terms and those in the District Terms, then these Terms shall prevail in relation to the District Service only.

#### IMPORTANT INFORMATION ABOUT THESE TERMS AND CONDITIONS AND HOW THEY APPLY TO CUSTOMERS

##### If the Customer is a Corporate Opt-out Customer

If the Bank has notified the Customer that it is a Corporate Opt-out Customer then some of these District Terms will apply differently as explained in the separate Corporate Opt-out notification provided to the Customer. To enable the Customer to identify the Conditions that apply differently to it and to allow the Customer to compare the terms with those that apply to retail and small business customers, the Conditions that apply to the Customer which are different are shaded in grey, and the differences explained. The grey shading is for ease of reference only, and is not intended to form part of the Agreement.

All Conditions that contain no shading apply to every Customer as stated.

##### If the Customer is not a Corporate Opt-out Customer

If the Bank has **not** notified the Customer that it is a Corporate Opt-out Customer the sections contained in grey shaded areas **do not** apply to the Customer and do not form part of the Agreement.

If the Customer has any queries in relation to the Corporate Opt-out it should contact the Bank.

These District Terms are written and available only in English and the Bank undertakes to communicate with the Customer in English.

## Part 1 – District – General Description

### Index to this Part 1

1. Registered Accounts
2. Modules
3. User Authorisation
4. User Authorisation – where the User is granted Administration privileges
5. Authorisation Types
6. Sending an Instruction via District
7. Functions within District
8. eArchive
9. Using a Mobile Device to access District
10. Using the Electronic Signature
11. Customer Support

District is an online banking service for Customers of the Bank. The Customer will complete an Access Agreement which sets out the Modules and Services within District which the Customer has requested access to. The Customer gives access to District by authorising Users. The Customer can grant a User Administration privileges. Such a User is known as an Administrator. Where a User has been granted Administration rights then references to the Customer in these Special Terms and Conditions should be construed accordingly so that anything which an Administrator does under the terms of the User Authorisation shall be treated as if it was done by the Customer. The Administrator can authorise other persons as Users and can also manage the access rights that those Users have. The User Authorisation will specify the authorisations and privileges granted to the User.

The options available within District are described in this Part 1:

1. **Registered Accounts**  
Accounts must be registered in District before a Customer can make Transactions via the Service. Accounts are registered via the Access Agreement. The following Accounts can be registered in District:
  - (a) Account(s) which the Customer holds with the Bank – including any Accounts which are opened by the Customer after the date that the agreement is entered into;
  - (b) Third Party Account(s) held with the Bank and to which the Customer has been granted access by means of a Third Party Mandate (the Third Party will be required to sign a letter of consent);
  - (c) Accounts which the Customer holds with another bank in the Danske Bank Group. The Customer will be required to sign a letter of consent addressed to the other bank within the Danske Bank Group;
  - (d) Third Party Account(s) held with another bank in the Danske Bank Group and to which the Customer has been granted access by means of a Third Party Mandate. The Third Party will also be required to sign a letter of consent addressed to the other bank within the Danske Bank Group;
  - (e) Accounts which the Customer or a Third Party holds with another bank which is not part of the Danske Bank Group. These accounts will be listed in District but in order to access the accounts the Customer must have completed a SWIFT

agreement with the other bank and in the case of a Third Party account with another bank the Bank must also have received the necessary mandate from the Third Party.

If the Customer wishes to carry out a Transaction in respect of any Registered Account via SWIFT MT101 (payment requests) or MT940 (balance enquiries) then the Customer must complete the necessary agreement with the relevant bank and that bank must provide confirmation to the Bank that the necessary agreement has been completed.

The Customer should check the list of Accounts which are registered in District and refer any queries to the Bank. Only Registered Accounts can be accessed via District.

2. **Modules**
- 2.1 The District Service is provided through a number of Modules. The Access Agreement will specify the Modules which the Customer has selected. A brief description of each of the Modules is set out in the Module Description which is available on request. The Modules available include, by way of example, the Account Information Module, which provides general information about the Registered Accounts including the balance and a list of transactions.
- 2.2 The Notification Module is provided automatically and will be available to all Users unless the Customer has informed the

Bank that it does not want any User to receive notifications. The Notification Module allows a User to request that he/she is sent an unencrypted email or text message when a specified action/event occurs.

- 2.3 When a Customer selects certain Modules it may be necessary for a separate Module Agreement to be entered into. Where this applies the Access Agreement will refer to the Module Agreement. By way of example a separate Module Agreement will be required where the Customer selects the Collection Service UK Module.
- 2.4 The Access Agreement will also specify the types of Transactions which can be carried out or created on the Registered Accounts. The Customer can then authorise Users to carry out Transactions of the types specified.

### 3. User Authorisation

- 3.1 All Users performing Transactions using the Service on behalf of the Customer or a Third Party must be duly authorised to do so by the Customer. This authorisation is set out in the User Authorisation for each User which will specify the extent of the User's Authorisation to access and use the Service. The User Authorisation applies only to the User's use of the Service and to their use of the Electronic Signature to access the Registered Accounts via a Third Party Provider (TPP) as set out in Condition 10. It does not apply to Transactions carried out by other means such as at the branch counter.
- 3.2 It is the Customer's responsibility to:
- (i) periodically review the User Authorisations.
- The Customer acknowledges and agrees that the Bank may from time to time

make changes to the functions available within a Module and this will mean that the User will have access to that new functionality. The Bank will provide the Customer with a notice setting out any changes as referred to in this Condition and the Customer will have the opportunity to amend or revoke the User Authorisation as set out in Conditions 3.8 and 3.9 respectively. Where the Customer wishes to cancel the Administration Module reference should be made to Condition 4.8.

- (ii) ensure that each User complies with the provisions of the Agreement, in particular, these District Terms, the General Terms, and any other terms and conditions relevant to the User's access to the Service. Any Instruction received from a User via District, or via a TPP using the Open Banking APIs, will (subject to the terms of the User Authorisation) be treated as if it was an Instruction from the Customer.

- 3.3 The User Authorisation will set out the following matters in respect of each User:
- 3.3.1 Modules to which the User has access;
- 3.3.2 The types of Instruction that the User can send via District;
- 3.3.3 The type of authorisation that is being granted in respect of each Registered Account as follows:-
- Enquiry rights
  - Separate authorisation
  - Two persons jointly (A authorisation)
  - Two persons jointly (B authorisation)
  - Two persons jointly (C authorisation)
  - Authority to create payments
- The various authorisation types are described in more detail in Condition 5.

3.3.4 The Transaction types the User is to have access to;

- Payments between accounts registered on the District Agreement in the same country within the Danske Bank Group;
- Payment requests via SWIFT MT101;
- Payments into accounts not registered on District within or outside the Danske Bank Group - including payment by foreign cheques;
- Cross-border payments to Registered Accounts and unregistered accounts within or outside the Danske Bank Group;
- SEPA Direct Debit collection orders.

In respect of each Transaction type the User Authorisation should specify whether the User is to be authorised to create and approve, or only to create, the Transactions selected. If the User is authorised to both create and approve payments, the relevant authorisations for each Transaction type must also be stated. Save and except for SEPA Direct Debit collection orders (where only separate authorisation is available), the following authorisations are available at Transaction level:

- Separate authorisation
  - Two persons jointly (A authorisation)
- The various authorisations are described in Condition 5.

In general, the selected authorisation is used for all Transactions within each Transaction type. If the Customer has selected a more restrictive authorisation at Account level then this authorisation will apply for payments to unregistered accounts and Transfers abroad.

#### 3.4 User Authorisation for Trade Finance

If a User is authorised to issue letters of credit, collect debt and/or issue guarantees, the User Authorisation will specify that the User has access to the Trade Finance Module.

The User Authorisation will also specify which of the following Transaction types the User should be able to carry out:

- letters of credit (exports and/or imports);
- debt collection (exports and/or imports);
- guarantees.

The User Authorisation must also state whether the User is to have access to:

- create and enquire;
- create and approve – two persons jointly (A authorisation); and/or
- create and approve – separately (Separate authorisation).

#### 3.5 User Authorisation for the Collection Service – SEPA Direct Debit Module

To be able to create SEPA Direct Debit collections the Customer must register the User for the Collection Service - SEPA Direct Debit module. This will give the User access to:

- Collections
- Reimbursements
- Refund

In all cases only separate authorisation is available for Users.

#### 3.6 User Authorisation for Markets Online Currency Trading Module

- 3.6.1 If a User wishes to have access to information, be able to view trade positions and buy and sell foreign exchange (at spot and forward rates), the User must have access to the Markets Online Currency Trading module. Access to buy and sell

foreign exchange also requires that the Customer grants the User currency trading authorisations. These authorities only authorise the User to perform Transactions on behalf of the Customer via Markets Online Currency Trading.

- 3.6.2 All Transactions relating to purchase and sale of foreign exchange (spot and forward) require the User to have been granted the relevant mandate, known as "Mandate - Currency Transactions (Markets Online)" ("V5 mandate") by the Customer. In relation to spot Transactions the Customer must, in addition to the V5 mandate, have granted the User a further mandate - "Mandate For Foreign Exchange Spot Transactions [VS]". In relation to Forward Foreign Exchange Transactions the Customer must, in addition to the V5 mandate, have entered into a "Master Agreement for Currency and Derivative Trading" or an "International Swaps and Derivatives Association Master Agreement" with the Bank.

- 3.6.3 The User Authorisation must state the accounts that the User is authorised to inquire about or trade in.

#### 3.7 User Authorisation for Card Administration

A User who is granted card administration rights can access the Cards Module as set out in the User Authorisation. Use of the Cards Module does not alter the Terms and Conditions for the Corporate Card Account. It remains the responsibility of the Customer to ensure that a suitable credit limit is agreed with the Bank.

#### 3.8 Amending a User Authorisation

Any amendment of a User's Authorisation must be communicated in writing to the Bank or other relevant documentation (as appropriate). Alternatively the User

Authorisation can be amended in District by an Administrator.

The Customer acknowledges and understands that amendment of a User Authorisation will only amend a User's access to the Service (as set out therein) and not access to accounts, products or other services given by the general account mandate or otherwise. As an exception to this provision, amendment of a User Authorisation will also amend a User's access to TPP services (as set out therein).

#### 3.9 Revoking a User Authorisation

User Authorisations can be revoked by:

- By writing to the Bank
- By an Administrator who has the requisite privileges

The Customer will continue to be responsible for all Transactions carried out by the User until the revocation has become effective. If the Customer terminates the entire District Access Agreement, the Bank will treat this as revocation of all User Authorisations granted under the Agreement.

The Customer acknowledges and understands that revocation of a User Authorisation will only revoke a User's access to the Service (as set out therein) and not access to accounts, products or other services given by the general account mandate or otherwise. As an exception to this provision, revoking a User's Authorisation will also revoke that User's access to TPP services.

If the Customer and/or a third party has granted the User a general account mandate, this mandate must be revoked separately. It is not sufficient for the Customer merely to revoke the District User Authorisation.

#### 4. User Authorisation – where the User is granted Administration privileges

4.1 Where the Customer has selected the Administration Module the Customer will be able to appoint a User with Administration privileges (an “Administrator”). The User Authorisation will specify what Administration privileges have been granted. The following Administration privileges may be granted:

- Agreement Administration (see Condition 4.2)
- User Administration (see Condition 4.3)
- Agreement Information (see Condition 4.4)
- Log-on and blocking (see Condition 4.5)
- Payment Limit - Account (see Condition 4.6)

For Users granted Agreement and/or User Administration privileges, the User Authorisation will specify the extent of the User’s authority to access and use the Service. This will include whether the User has been granted the authority to:

- Create but not approve
- Create and approve separately
- Create and approve two persons jointly

A User granted Agreement and User Administration privileges must have the same approval rights for both privileges.

#### 4.2 Agreement Administrator

A User who is granted Agreement Administration privileges is authorised to

perform the following on behalf of the Customer:

- request that Users be granted Agreement Administration privileges or that such privileges be modified
- delete Agreement Administration privileges
- create, modify and delete User Administration privileges – see Conditions 4.3
- create and delete Agreement Information privileges – see Condition 4.4
- create and delete user privileges in relation to Log-on and blocking – see Condition 4.5
- request that Users be granted privileges, or that such privileges be modified, in relation to the setting of Payment Limits on any of the registered accounts – see Condition 4.6

Agreement Administrators may grant these privileges to themselves and others.

If an Agreement Administrator requests that a User should be granted the authority to approve the creation, modification and deletion of Agreement Administration privileges then the Bank will always require such a request to be approved in writing by the Customer. The Administrator should arrange for the authorisation to be signed and sent to the Bank. In all other cases listed above, the Agreement Administrator will accept the User Authorisation when he/she enters his/her Electronic Signature through the Security System.

#### 4.3 User Administrator

A User who is granted User Administration privileges is authorised to perform the following on behalf of the Customer:

- create and modify Users, including giving Users access to the required modules, accounts, card administration, automatic access to future accounts, authorisations and transaction types
- create, modify and delete User’s Payment Limits in relation to all payments on registered accounts
- create and modify User information
- delete Users

User Administrators can grant these privileges to themselves and others.

#### 4.4 Agreement Information

The User overview allows appointed Administrators with Agreement Information privileges to search by Agreement Users and view their individual privileges (including basic data, modules, Administration privileges, access to Accounts and payment access).

Administrators have access to the User overview and selected documents shown in District eArchive.

#### 4.5 Log-on and Blocking

A User who is granted Log-on and Blocking privileges is authorised to perform the following on behalf of the Customer:

- order Temporary PINs for Users
- order eSafeID device for Users
- block and unblock Users

This privilege can only be granted as a separate authorisation.

#### 4.6 Payment Limits

An Administrator who is granted Payment Limit – Account privileges is authorised to perform the following on behalf of the Customer:

- create, edit and delete Payment Limits on the accounts which the Users have been granted access to

- create, edit and delete Payment Limits on the User

The User Authorisation will specify the extent of the User's authority to access and use the Service. This will include whether the User has been granted:

- separate authorisation
- two persons jointly [A Authorisation]
- two persons jointly [B Authorisation]
- two persons jointly [C Authorisation]

If a Payment Limit is exceeded, payments may not be processed until appropriate action is taken by the Customer.

#### 4.7 Restrict access to create payment and creditors

This option is only available when using the Administration Module and is in accordance with the following options:

Administrators can grant access to restrict access to create payments using creditors in the following ways:

- Create payments to creditors only
- No restrictions

Administrators can also grant access to creating creditors in the following ways:

- Cannot create or approve creditors
- Can create creditors
- Approve creditors alone
- Approve creditors two jointly
- Create and approve creditors alone
- Create and approve creditors two jointly

#### 4.8 Cancellation of the Administration Module

If the Customer cancels the Administration Module, then the Payment Limits which have been authorised will continue to be

applicable to the Agreement. In respect of any Accounts which are opened after the date of cancellation of the Administration Module, Payment Limits on Accounts will not apply but Payment Limits on Users will continue to apply. The Customer must contact the Bank in writing if he wishes to amend or cancel any Payment Limits which have been authorised. After cancellation of the Administration Module any Users who have been granted automatic access to future accounts will not have automatic access to any future accounts opened.

Where the Access Agreement states that the Customer has accepted the Administration Module, the User Authorisation will also specify whether the User has been granted Administration privileges. The User Authorisation will specify what those Administration Privileges are. Condition 4 describes the different types of Administration privileges that may be specified on the User Authorisation.

### 5. **Authorisation Types**

5.1 The Bank operates with the following authorisation types:

- Enquiry rights;
- Separate authorisation;
- Two persons jointly [A authorisation];
- Two persons jointly [B authorisation];
- Two persons jointly [C authorisation]; and
- Authority to create payments.

The classification of Users into A authority, B authority and C authority is used to control which Users can authorise the Customer's payments jointly. B authority or C authority

holders are not authorised to approve payments jointly with other Users holding the same type of authority. All types of authority can be established as applying either to all the Customer's present and future accounts or to specifically listed accounts only.

5.2 The Customer understands and acknowledges that:

- (a) granting a User access to the Service for making Third Party Payments will enable that User to authorise payments to any accounts
- (b) a User may be entitled to effect payments (or engage in any other Transaction) through either District or through the Open Banking APIs which he has not been authorised to effect through other channels such as over the counter in a branch.

5.3 The authorisations are described in the following conditions.

#### **Enquiry rights**

Users with this authorisation have the right to view accounts, carry out enquiries and to use the secure messaging facility.

#### **Separate authorisation**

When requests or payments are created or changed by a User with this authorisation, they are automatically deemed to have been fully authorised. Users with this authorisation can also approve requests or payments created by Users with all other authorisation types.

#### **Two persons jointly [A authorisation]**

"A authority" for the joint authorisation of payments by two persons. Holders of this type of authority are considered to be of equal rank; hence the order in which they



authorise payments is irrelevant. If a payment is entered by a User holding this type of authority, the payment is considered to have been authorised by this User (first authorisation). Execution of the payment requires an additional authorisation (second authorisation) by a separate duly Authorised User (holders of either single authority, or A authority, B authority or C authority).

#### **Two persons jointly (B authorisation)**

“B authority” for the joint authorisation of payments by two persons. If a payment is entered by a B authority holder, the payment is considered to have been given first authorisation. Execution of the payment requires an additional authorisation (second authorisation) by a separate duly Authorised User (holders of either separate authority, or A authority or C authority). The payment cannot be authorised by two Users with B authority.

#### **Two persons jointly (C authorisation)**

“C authority” for the joint authorisation of payments by two persons. If a payment is entered by a C authority holder, the payment is considered to have been given first authorisation. Execution of the payment requires an additional authorisation (second authorisation) by a separate duly Authorised User (holders of either separate authority, or A authority or B authority). The payment cannot be authorised by two Users with a C authority.

#### **Authority to Create payments**

Holders of this type of authority are authorised to set up payments in District, but

not to authorise payments. Payments created by holders of this type of authority must subsequently be authorised either by a User with separate authority or by two Users with authority to authorise payments jointly (see above).

#### **6. Sending an Instruction via District**

6.1 A request by a User for a Transaction in District, for example a payment, is called an Instruction. If the Instruction is received using the services of a TPP which uses the Open Banking APIs then the Instruction will not be processed in District. Instead the User will be redirected by the TPP to a secure page within the Bank’s Website and Clauses 5.5.9 and 8 in the General Terms will apply to that Instruction. The User will not be using the District Service.

#### **6.2 Payments from a Registered Account – Information and Consent Required**

6.2.1 In order to make a Payment out of a Registered Account, the User will need to provide the Bank with the information set out in the General Terms.

6.2.2 The Bank will only process a payment out of a Registered Account using the Service if the Customer has given the Bank consent to make the payment. The Customer will consent to each payment being made where the Instruction is given by the User in accordance with the User Authorisation and by the User validating the request by making it through the Security System and using the correct Electronic Signature:

- (a) User ID;
- (b) Personal Security Password or Temporary PIN (where relevant);

6.3 (c) Security Code (when required to do so). Binding requests  
Requests carried out in accordance with the Instructions where consent has been given as set out in Condition 6.2 are binding on the Customer and the Customer or User cannot withdraw its consent to a payment from its Account once the Bank has received the Instruction to make a payment. The date when the Bank is deemed to have received the Customer’s instruction is the Entry Date as set out in the Payment Table. Consequently, the Bank cannot reverse payments, trades in foreign exchange or other Transactions, including foreign cheque issuance, finalised in accordance with the request where a Customer has consented to the Transaction in accordance with Condition 6.2 unless specified in any Special Terms and Conditions.

#### **6.4 The Payment Table**

The Payment Table sets out information about the processing times that apply to Transactions made using the Service. The Payment Table is subject to various assumptions as stated therein. The Customer must ensure that it refers to the correct section of the Payment Table for the relevant information for District. In particular, payments which need to be approved by more than one User (for example, where the Authorised User has a two persons jointly mandate to approve payments) will only be deemed to have been received by Us when We receive the final authorisation from an appropriate User and will be processed in accordance with the Payment Table thereafter.

## 7. Functions within District

### 7.1 Making Payments (this Condition does not apply where the User accesses the Account using the services of a TPP which uses the Open Banking APIs)

Subject to the terms of the User Authorisation, Users can instruct the Bank to make a payment from a Registered Account.

Cross border payments can be processed by selecting from the following options:

- Without exchange – where no exchange is required. For example, the payment is being made in the same currency as the beneficiary account;
- The Bank's Fixing rate – this will be the "Danske Bank Exchange Rate (UK)" or a better rate, for the relevant currency on the applicable day at such time as the Bank may select;
- The Bank's Spot Rate – no longer available;
- Agreed Rate – A rate agreed in advance, with the Bank, for the specific payment. An Agreement number must be held by the Customer to use this rate;
- Forward Rate – A rate agreed in respect of a Forward Contract agreed between the Customer and the Bank. A Forward Contract number must be held by the Customer to use this rate.

### 7.2 Confidential Payments (this Condition does not apply where the User accesses the Account using the services of a TPP which uses the Open Banking APIs)

Subject to the terms of the User Authorisation a User may be authorised to

make Confidential Payments and/or make enquiries on Confidential Payments. Confidential Payments can only be created using the payment group and import file functionality and must be indicated as such when they are created. Users are authorised to make Confidential Payments within the Transaction types to which they have been granted access. The Customer understands and agrees that the bulk debit for a payment group or import file marked as confidential may be seen by any User authorised to make enquiries on the account that has been debited.

### 7.3 Requesting Foreign Cheques (this Condition does not apply where the User accesses the Account using the services of a TPP which uses the Open Banking APIs)

An Authorised User may make payments by issuing a foreign cheque drawn on a Registered Account. If the Customer and/or a Third Party has an agreement concerning payment requests via SWIFT MT101, foreign cheques can also be drawn on Registered Accounts outside the Danske Bank Group, provided that this option is included in the agreement between the Customer and/or Third Party and the bank outside the Danske Bank Group.

Issued foreign cheques are regarded as banker's drafts, and the amounts are debited from the accounts on the date of issue.

The Customer may have the proceeds of uncashed foreign cheques deposited in Registered Accounts. In these circumstances the Customer must give the Bank the original uncashed foreign cheque. If the original uncashed foreign cheque is not available

then the Bank will require the Customer to complete its standard form of indemnity before it can proceed.

### 7.4 Notifications

The Notification Module is automatically available to all Users unless the Customer has informed the Bank in writing that he does not want any User to be able to receive notifications.

Users can subscribe to receive notifications in District, by unencrypted email and/or unencrypted text message when a specified action/event occurs. The User can select the type of notification required by visiting the notification centre in District. To receive a notification Users must provide relevant details for the channel(s) they wish to receive the notification through. For example a mobile phone number is required to receive a notification by text message. The Bank does not charge fees for notifications however Users should refer to their service provider [if applicable] for any additional costs that may apply.

The Bank shall not be liable for:

- what happens to a notification once it has been sent from the Bank;
- delays or errors in data, information or notifications sent from the Bank;
- how notifications are stored and managed by the User;
- notifications or data forwarded by the User to persons who do not have rights to the Bank's systems;
- any errors or losses caused by the User or administrator failing to update the User's contact details in District.

The User (or an Administrator) can delete a subscription for a notification at any time in the notification centre. A subscription can also be temporarily deactivated if required (for example when a User will not be available for a period of time).

Use of the Notification Module is subject to the condition of reasonable usage. The Bank reserves the right to withdraw the service from the Customer where an excessive number of notifications are subscribed for by Users. Where this is the case the Bank will give notice to the Customer before taking any such action.

#### 7.5 Closing an Account

Users can instruct the Bank to close a Registered Account through District. A User's authority to instruct closure will depend on the authorisation type that User has been granted (please refer to Condition 5 above). For example, when a closure request is created by a User with separate authorisation, it is automatically deemed to have been fully authorised. When a closure request is created by a User that has two person jointly (A authorisation), the request cannot be completed until another User with A authority approves the request.

Users can only close Registered Accounts that do not have other services attached, for example, Direct Debits, Cards, chequebook, or if the Registered Account is used to service a loan or collect fees.

### 8. eArchive

- 8.1 The Customer is automatically registered for eArchive which means that certain documents will be made available electronically within eArchive. The Customer will also be provided with paper copies of statements of Account but may choose not to be provided with paper copies of statements. The Customer can select this option by contacting the Bank in one of the ways set out in the General Terms. With the exception of statements of Account, any documents which are made available in eArchive will not also be sent by paper. It is the Customer's responsibility to ensure that any such documents are accessed and where action is required that any such action is taken. The Bank will treat delivery to the eArchive as being effective delivery of the documents to the Customer without the need for any further notification or confirmation of receipt. Where any document is made available within eArchive the Customer may request that that document is also provided on paper.
- 8.2 A list of the document types that will be made available through eArchive can be obtained from the Bank on request and is also available in eArchive (note the document list for each customer is dynamic and will only list the document types created for the individual customer). These documents can be viewed in eArchive in District.
- 8.3 The Bank reserves the right, unless contrary to law or regulation, to send the Customer documents in either electronic form only, paper form (via ordinary mail) or both electronic and paper form.

- 8.4 The Customer can activate postal delivery of paper document(s) by contacting the Bank. Such documents will continue to be made available electronically in eArchive. The Customer agrees that once they have requested this service they will then receive the specified document(s) in paper format (via ordinary mail) as well as in electronic form in eArchive. The Bank will complete this activation within one week of receipt of the request. If the Customer wishes to revert to electronic mail only, they must contact the Bank.
- 8.5 Where the Bank has registered Third Party Accounts in District via the Customer's Access Agreement, documents relating to the Third Party will also be automatically delivered by electronic mail and will be treated in the same manner as the Customer's own documents. Statements of Account for the Third Party Account will be provided on paper to the Third Party and the Bank will also make those statements available electronically by placing them in the Customer's eArchive. The Third Party may opt not to have paper statements provided on paper by contacting the Bank in one of the ways set out in the General Terms.
- 8.6 The types of document that the Bank will make available to the Customer through eArchive includes, but is not limited to, statements of Account, confirmation notes, payment advices, maturity letters, District Agreement documents and updates of terms and conditions. The Bank is increasing the types of documents which are made available electronically and this can be viewed on the

- Bank's Website. If the Bank decides to stop the paper format, the Customer will be informed.
- 8.7 Where the Customer has granted the User an access right that entitles that User to enquire on an Account then that User will have access to the documents which are made available in eArchive in relation to that Account. Accounts of a Third Party on the Agreement will be treated in the same manner as the Customer's Alternative Accounts. This also means that if the User accesses the Accounts using the services of a TPP which uses Screen-scraping techniques the information in eArchive can be shared by that User. Further information is set out in Condition 10 of this Part 1.
- 8.8 Documents are stored in eArchive for up to 10 years from the date that the document is sent to eArchive. The documents will then be deleted and the Customer should make separate arrangements if the Customer wishes to retain the documents for a longer period of time. The Bank cannot be responsible for the methods that the Customer uses to download and store the documents. If the Customer de-registers an Account the Customer will be unable to continue to receive documents through eArchive to that Account. The historical documents will also no longer be available.
- 8.9 If the Customer does not have access to District for some time he should notify the Bank immediately whether he wishes to terminate their Agreement and receive paper documents and will no longer have access to any historical documents on that Account or continue receiving documents electronically.
- 8.10 On termination of the Customer's District Agreement the Customer will no longer be able to continue to access eArchive. The Customer should take such steps as he deems appropriate to retain copies of any electronic documents. The Bank cannot be responsible for the methods that the Customer uses to download and store the documents.
- 9. Using a Mobile Device to access District**
- 9.1 Users can access District using a Mobile Device however not all District Services are available through the Bank's Mobile Business Applications.
- 9.2 To access District using a Mobile Device the User must firstly be authorised by the Customer to access the Service. The User must log-on to App Store or Google Play (or such other stores as may offer Our Mobile Business Applications from time to time) and download the Danske Bank Mobile Business App or Tablet Business App which can be found by searching for Danske Bank. The User must follow the instructions to log-on and use the App. The User can log-on to the App using the same security information as would be required when logging on to the full District Service.
- 9.3 A list of the District Services available through the Bank's Mobile Business Applications are available on Our Website [danskebank.co.uk/busapps](https://danskebank.co.uk/busapps)
- 9.4 The Customer accepts that by the User accessing District using a Mobile Device they will only have a reduced service as summarised above. Users will need to log-on to the browser version of District at [danskebank.co.uk](https://danskebank.co.uk) regularly to access all the available services. We recommend they do this at least every 30 days. It is important that Users only download the App in accordance with the Terms and Conditions that they have agreed with Apple (for the App store) or Google (for Google Play) (or such other stores as may offer Our Mobile Business Applications from time to time).
- 9.5 The Bank may update the App from time to time. Users can download any updates to the App from the Apple or Google online stores (or such other stores as may offer Our Mobile Business Applications from time to time). Depending on the update, Users may not be able to use the App until they have downloaded the latest version.
- 9.6 If a User does not actively terminate his/her session within the District Service, the session will stay active only for a further 5 minutes after which, it will automatically terminate.
- Each User should always exit District by using the "log-off" key on the screen. This is to prevent any person who uses the computer or Mobile Device after the User from accessing any of the Customer's Account information. Please see the Security Information on Our Website for further information about security and the District Service.
- The District Service (including the App) may be temporarily unavailable for periods of routine maintenance.

## 10. Using the Electronic Signature

### 10.1 Using the Electronic Signature to access the Registered Accounts via a Third Party Provider (TPP)

Where the Customer completes a User Authorisation as described in Condition 5 within Part 1 of these Special Terms and Conditions, the Bank will issue the User with a User ID, (where relevant) Security Code and the User will be asked to create a Personal Security Password. The User ID, Personal Security Password and Security Code will be used to generate an Electronic Signature which can be used to access the Customer's Accounts using the services of Third Party Providers (TPPs). The services of TPPs may include the provision of Account Information Services (AIS), Payment Initiation Services (PIS) and Card Based Payment services. TPP access is granted in accordance with the User Authorisation as follows:

Users with Enquiry rights can use the Electronic Signature to give access to TPPs providing Account Information and Card Based Payment services.

In relation to an AIS, the information that is provided may include information about third parties that the Customer has recorded on the Account(s) and Third Parties who have granted the Customer a Third Party Mandate to access the Accounts of that Third Party.

If the User has been granted a 'Separate' User Authorisation by the Customer that User can also use the Electronic Signature for Payment Initiation Services.

Users with any 'Create payment' or 'Two person jointly' authorisation from the Customer can also use the Electronic Signature for Payment Initiation Services subject to the provisions of the User Authorisation.

Payments will be processed in accordance with the Payment Table on receipt of the final authorisation from an appropriate User.

TPPs may provide their services in different ways. Some TPPs use the Open Banking APIs to access Your Account whilst others use a technique known as Screen-scraping.

- If the TPP uses the Open Banking APIs the User will be redirected from the TPP website to a secure webpage on the Bank's Website where the User will be asked to identify themselves by entering their Electronic Signature.
- If the TPP uses Screen-scraping then the User will be directed by the TPP to the District log on screens. Once the User has logged on in the usual way the TPP will be able to access the same information as the User and make any payments that the User is authorised to make. If a User shares their Electronic Signature with a TPP in this way, they will be responsible for any payments from, or information shared about, the Account.

A User can revoke TPP access to an Account by either contacting the TPP directly, or in District. A complete list of TPPs who You

have authorised to access an Account is available on request. Please refer to Clause 5.5.9 (d) of the General Terms and Conditions – Business Accounts for further information.

A User cannot withdraw consent to a payment which has already been debited to a Registered Account using the services of a TPP or where information has already been provided to a TPP for confirmation of funds requests or for Account Information Services.

### 10.2 Using the Electronic Signature to access the Digital Signing Portal and electronically sign documents

The Electronic Signature can be used to access the Digital Signing Portal. This is an online service that allows Users to electronically sign documents on the Customer's behalf as an alternative to signing on paper. If a document is signed electronically, it will legally bind the Customer.

In order to use the Digital Signing Portal to sign documents the User must:  
Have an Electronic Signature; and  
Be authorised to sign documents on the Customer's behalf.

If the Customer is a limited or unlimited Company with two or more directors, it must nominate the User(s) who are authorised to sign documents on its behalf. The Customer may only nominate

Users who are directors of the company and may be authorised to sign. Users can be authorised to sign documents solely or jointly. If the Customer is a limited or unlimited Company with a sole director, the User recorded by Us as the business owner is authorised to sign documents on its behalf.

Users will be authorised to sign documents on the Customer's behalf as follows:

If the Customer is a sole trader, the User recorded by Us as the business owner is authorised to sign documents on its behalf.

If the Customer is a partnership, any two Users recorded by us as partners in the business are authorised to sign documents on its behalf.

In each case, the authorised User(s) signs documents by entering their Electronic Signature. Not all parts of the Electronic Signature may be required. When the Electronic Signature (or each Electronic Signature, where more than one is required) is accepted by Us, the document becomes legally binding on the Customer. This means the Customer cannot withdraw its consent to signing a document electronically once it has been accepted by Us.

There is no obligation for a Customer to use the Digital Signing Portal. If a Customer wishes to stop using the service, they can opt to sign documents on paper instead.

#### 11. Customer Support

The Bank provides support and assistance to the Customer. This includes:

- Agreement administration;
- Telephone support;
- Internet-based support functions; and
- On-Site Support.

Further information on these Customer Support services is available on request by contacting the Bank and is also available within District webpages at [danskebank.co.uk/bussupport](http://danskebank.co.uk/bussupport).

## Part 2 – District – Security System

### 12. Technical issues

#### 12.1 Transmission and access

In order to use the Service, the Customer must establish a data communication link with the Bank. The Customer must establish and bear the costs related to the link and must purchase, install, set up and maintain the required IT equipment.

Likewise, the Customer must ensure the necessary adaptations to its IT equipment – in order to use the link and ensure continuity of operations.

The Bank may at any time and without notice modify its own equipment, basic software and related procedures in order to optimise operations and service levels. The Bank will provide notification of any modifications requiring adaptation of the Customer's equipment in order to retain the link and access by giving one month's written notice via the Service or otherwise.

#### 12.2 Distribution, control and storage of software

The Bank distributes the programs required to install District (including the Security System). The Customer must download the programs from the Internet.

If the Bank sends CD-ROMs, they are sealed, and the Customer must check that the seal is unbroken. If it has been broken, the program may have been tampered with and should not be installed. The Customer must contact the Bank immediately for a new set.

When programs are downloaded from the Internet, the Customer or a User must check that the program delivery has been electronically (digitally) signed by the Bank.

If the programs have not been electronically signed by the Bank, the reason may be that they have been tampered with or do not come from the Bank. The signature can subsequently be verified by checking the properties of the downloaded program file(s). If the electronic signature is not from the Bank, the downloaded program may not be installed.

#### 12.3 Data security, Security registration and Key generation

12.4 eSafeID, e-Safekey and EDISec are the general security systems used in District. Using these systems ensures that:

- data is kept confidential [encrypted] during transmission to the Bank;
- data is not modified during transmission to the Bank;
- the sender is always identified; and
- an Electronic Signature is appended to all financially binding Transactions.

12.5 e-Safekey, EDISec and OpenPGP Security are the Bank's security systems which allow Customers to exchange information electronically with the Bank directly using their own business system. e-Safekey EDISec and Open PGP Security use permanent digital signing and encryption keys stored in the Customer's IT environment.

Under the e-Safekey, EDISec and OpenPGP Security solutions the Bank will issue a temporary password or a temporary PIN. We will do this, for example, at first log on or if

12.6

we have to issue a temporary password or temporary PIN subsequently. The User should receive this within 3 Business Days if requested by mail or within one Business Day if requested by SMS (text message). If the User does not receive the temporary password or if the User has any reason to suspect that someone else knows the temporary password then the User must contact the Bank immediately. The User will create a password of his/her own choice when the User first registers on the system. eSafeID is the Bank's web-based security system to log-on to District. It is a two-factor authentication system consisting of the User's Personal Security Password (something the User knows) and a Security Code generated by the User's eSafeID device (something the User has). The Security Code generated by the eSafeID device is saved temporarily in the browser session while the User is logged on to District. At first log-on the User will use a temporary password issued by the Bank. The temporary password must then be changed by the User to a Personal Security Password of his/her own choice.

12.7.1 e-Safekey is the security component in the Bank's own API solution. The Customer may download the e-Safekey security system software via the Internet. When downloading via the Internet, it is the duty of the Customer to ensure that the software has been supplied by the Bank. Guidance for this procedure is available on the Website. If the software has not been supplied by the Bank it must not be installed. The Customer agrees to follow the guidance on the Website regarding the installation of the e-Safekey security system.

Registration in the e-Safekey security system takes place before the User starts using the Service. In this connection, a private Key is generated. A User's Electronic Signature is created using a private Key stored in the Customer's IT environment. Access to the Key is protected by the User's Personal Security Password.

12.7.2 EDISec is a security system used for integrated solutions to connect to the Bank's systems via data communication channels. To create a User with the EDISec security system the Bank gives the User an individual User ID but no temporary password. The Customer's public key is validated by generating a fingerprint of the key and exchanging it with the Bank according to the EDISec implementation guide.

12.7.3 OpenPGP is a security system used for integrated solutions to connect to the bank's systems via data communication channels. When a User is to be created for data communication with the OpenPGP Security system, the Bank will provide the User with an individual User ID and a temporary password. An OpenPGP Certificate will then be generated which contains the security keys. This is sent to the Bank in accordance with the OpenPGP Security implementation guide.

Alternatively an OpenPGP public certificate may be issued by a third party on behalf of the Customer. In this circumstance the Customer will be the owner of the key and will be responsible for the validity and maintenance of the public certificate.

In order to handle OpenPGP the Customer must acquire or maintain its own or a third party's OpenPGP security software which must be able to handle certificates and have encryption and signing features.

12.7.4 For EDISec and OpenPGP Security, it is the responsibility of the Customer to ensure usage of valid keys at any time for securing data communication. The Customer must ensure that:

- the Bank has got a valid set of the Customer's public keys. When the Bank's public keys are about to expire the Customer must update the Customer system with new public keys (provided by the Bank)
- The Customer is using a valid set of the Bank's public keys for securing the data communications. When the Customer's public keys are about to expire the Customer must renew the Customer's public keys and exchange them with the Bank
- If Customer keys are compromised or damaged they should be revoked by contacting the Bank

When the Bank receives the Customer's public EDISec key or public OpenPGP Security certificates the keys/certificates will be stored in Danske Bank's systems in a secure way and will not be shared with anyone outside the Bank.

It is the responsibility of the Bank to make sure that a valid set of the Bank's public EDISec key or OpenPGP Security certificates are available to the Customer.

12.8 The Customer must take all reasonable steps to prevent unauthorised use of the Service and unauthorised access to User Encryption Keys, Personal Security Passwords and eSafeID devices. In Conditions 12.9 and 12.10 the Bank sets out the steps that the Customer must take to prevent any such unauthorised use of the Service. If there is a Transaction on an Account which the Customer and or the User states that they did not authorise then the Bank will consider whether the Customer or the User has complied with these provisions.

12.9 The Customer agrees and acknowledges that it must take the following steps to prevent unauthorised use of the Service and unauthorised access to User Encryption Keys and eSafeID Devices:

- it will put in place appropriate guidelines that Users regularly change their Personal Security Passwords and related information and ensure that all Users adhere to such guidelines; and
- it will procure that a User keeps his/her User ID, Temporary PIN and/or Personal Security Password secure and confidential and will not disclose such information to any persons except in accordance with the Agreement; and
- it will procure that a User does not permit any other person to use his/her User ID, Temporary PIN and/or Personal Security Password or eSafeID device (other than the Bank or a member of the Danske Bank Group in the case of his/her User ID only).
- it will procure that a User does not



- record or store his/her Temporary PIN and/or Personal Security Password (without firstly disguising it) anywhere but should commit it to memory; and
- it will procure that a User takes reasonable care when accessing the Service to ensure that his/her Temporary PIN and/or Personal Security Password is not disclosed to any other person; and
  - it will procure that a User takes all reasonable steps to maintain the confidentiality of any information shown or stored on a Mobile Device in connection with his/her use of the App. Each User is solely responsible for the safety and security of his/her Mobile Device. The User should follow the guidance on the Bank's webpage as regards the steps to be followed where a mobile device is used to access the App;
- 12.10 The Customer will ensure that its Users are made aware of the need to be vigilant when using District and will put in place procedures to ensure that Users regularly read the security recommendations set out in the Service Users Guides and any updates from the Bank concerning security. The Customer will put in place its own procedures and controls to ensure that its Users do not use Third Party Providers (TPPs) to access the Accounts except where the Customer wants to avail of the services of a TPP. The Customer acknowledges that it is their responsibility to supervise the User's use of the Electronic Signature in these circumstances. Further information is set
- out in Part 1 Condition 10 of these Special Terms and Conditions.
- 12.11 The Customer shall notify the Bank immediately if it ascertains or suspects that the Customer's or a User's:
- User ID, eSafeID device, Temporary PIN and/or Personal Security Password has been or may be misused; or
  - Temporary PIN and/or Personal Security Password has come to the knowledge of any person other than the User, the Customer or a Third Party Provider that the Customer permits the User to engage with to access the Account(s) (as applicable); or
  - eSafeID device has come into the possession of any person other than the User, the Customer or a Third Party Provider that the Customer permits the User to engage with to access the Account(s) (as applicable); or
  - the device used by the Customer or User to access District may have become infected with a virus or the security of that device has otherwise been compromised; or
  - the Customer wants to de-register, block or otherwise remove a User from having access to the system.
- The Customer must also notify Us immediately if the Customer or a User becomes aware of any unauthorised transaction or error on the Account(s) or the Customer or a User knows or suspects that an unauthorised person may have access to or may try to access the Account(s).
- 12.12 The Bank may block the access of the Customer or any User to the Service, if it reasonably believes that the Security System and/or the Service have been misused or there has been an attempt to do so. The Bank will inform the Customer without undue delay in the event that it blocks Customer or User access.
- 12.13 For further information, read the security recommendations under the Security menu item in District, on the Website and in the Bank's guidelines.
- 13. Acquiring a User ID, a Temporary PIN and eSafeID device**
- 13.1 When a User is to be created in District with the eSafeID security system, the Bank gives the User an individual User ID, a Temporary PIN and an eSafeID device. For security reasons the Bank will issue the Temporary PIN separately to the eSafeID device. The Temporary PIN and the eSafeID device are used to identify the User when first accessing the Security System.
- 13.2 When a User is to be created in District with the e-Safekey or EDISec security systems, the Bank gives the User an individual User ID and a Temporary PIN. The Temporary PIN is used to identify the User when first accessing the Security System.
- 13.3 If the User has not received the letter with the Temporary PIN or the letter with the eSafeID device within five Banking Business Days after ordering, or if it appears that the letter(s) from the Bank containing the User ID, Temporary PIN or eSafeID device have been opened or

	tampered with, the User should, for safety reasons, contact the Bank to cancel it and order a new one.			
13.4	The User on first accessing the Security System as described in 13.1 or 13.2, will generate an individual Personal Security Password following which the Temporary PIN must be destroyed by the User. The User should use a combination of upper and lower case letters, numbers and symbols when generating a Personal Security Password.			
13.5	Personal Security Password When registering in the Security System, the User must enter a Personal Security Password. This password protects against unauthorised access, thereby ensuring that Electronic Signatures can only be generated by the User.  The User should select a Personal Security Password that is as difficult as possible to guess. Further details are available on the Log-on page of District.  The User must ensure that unauthorised persons do not know the Personal Security Password and must store it in a suitable and safe manner, see Condition 12.10.			
13.6	Deregistering Users The Customer must inform the Bank if Users should be deleted. The Customer is responsible for all Transactions performed by a User until the Bank is requested to delete or block the User.			
13.7	Misuse or risk of misuse The Customer or User should immediately contact the Bank in order to block User access if: <ul style="list-style-type: none"> <li>it is suspected that the Personal Security Password, eSafeID device or the Customer's and/or User's</li> </ul>			
			Encryption Key has been misused <ul style="list-style-type: none"> <li>unauthorised persons have had access to the Customer's or any User's Personal Security Password or have gained possession of any personal Encryption Key or eSafeID device.</li> </ul>	
		<b>14. Ban on encryption</b> The Customer should be aware that local or national legislation in the country where District is used may include a general ban or limitations on encryption. Therefore, national legislation should always be checked.		
		<b>15. Technical Requirements</b>		
		15.1 The Customer is responsible for the acquisition, operation and maintenance of computer and communications equipment (including Mobile Devices) which can communicate with the equipment and software used by the Bank from time to time in connection with the Service and/or the Security System.		
		15.2 The Customer agrees to make adjustments to its own equipment and User software as necessary in response to changes made by the Bank pursuant to Condition 22 below.		
		<b>16. District software rights</b>		
		16.1 The Bank grants to the Customer the non-exclusive and non-transferable right to use the User part of the Service software supplied to the Customer for the purpose only of using the Service and in accordance with the terms of the Agreement.		
		16.2 The Customer shall have no rights or licences in or relating to the Security System except those expressly set out in this Condition 16. On any termination of the Agreement, the rights granted in this Condition 16 shall also		
				terminate and the Customer shall return all media and documentation relating to the Security System to the Bank.
				16.3 The Customer shall not make changes to or customise the Service software. The Service software may only be used with equipment and software approved by the Bank.
				16.4 The Customer may copy the Service software, Service User's Guides, or documentation supplied by the Bank as specifically required for use by the Customer for the purpose of the Service. The Customer may also make a single back-up copy of the Service software.
				16.5 All copies of software and documentation shall be subject to this Condition 16. The Customer shall have no rights or licences in or relating to the Service software except those expressly set out in this Condition 16. On any termination of the Agreement, the rights granted in this Condition 16 shall also terminate and the Customer shall return all Service software materials, including diskettes or other media and documentation, to the Bank.
				16.6 Any third party software supplied or bundled with the Service software shall, in the course of installation or use, be identified as subject to licence terms to be entered into by the Customer directly with the third party licensor. The Bank disclaims any and all liability and responsibility for such third party software and the rights and remedies of the Customer shall be those provided by the third party licence agreement.
				16.7 The Customer shall comply with (and ensure that each User complies with) the practices, procedures and

recommendations set out in the Service User's Guides, the Website, the Agreement and any notices issued by the Bank via the Service or otherwise from time to time. The Customer shall procure that each User shall, on request by the Bank, provide the Bank with any identification data requested by the Bank (other than the User's Personal Security Password and Temporary PIN which are to be kept secret at all times).

### 17. Intellectual property infringement

- 17.1 If any claims or proceedings are instituted against the Customer based on the Service and/or the Security System and alleged infringement of the intellectual property rights of others, the Customer shall immediately notify the Bank in writing. The Bank shall defend the Customer against any such claim or proceedings provided that the Bank shall be entitled on request to have sole conduct of the defence of the action. The Customer shall make no admission of liability and shall provide the Bank with all assistance reasonably requested by it.
- 17.2 The Bank shall be entitled to obtain for the Customer the right to continue to use the Service and/or Security System or to modify or replace the Service and/or Security System to avoid any alleged infringement.
- 17.3 The Bank shall have no further or other liability to the Customer in respect of any actual or alleged infringement arising from or in connection with the use of the Service and/or Security System.

## Part 3 – Contractual aspects

### 18. For business purposes only

- 18.1 District is to be used for business purposes only. The information made available to the Customer, including price information, is solely for its own use. The Customer may not pass on the information to others, except by written permission from the Bank.
- 18.2 The Customer understands and acknowledges that:
- an Instruction which is given before the Cut-off Time on a Banking Business Day will be processed on the same day but if it is given after the Cut-off Time it will be processed on the next Banking Business Day after the instruction is given; and
  - the balance information about Alternative Accounts and Third Party Accounts which have been registered for the Service may include uncleared balances.

### 19. Changing District

- 19.1 District gives access to the Service offered by the Bank at any time.
- 19.2 The Bank may at any time extend the scope of District without notice, whereas two calendar months' notice is required prior to any reduction in the scope and/or content. The Bank shall provide written information of any changes via District or otherwise.

If the Customer is a Corporate Opt-out Customer, this Condition 19.2 is amended to provide that the Bank will give at least 30 days' notice of any reduction in the scope and/or content.

### 20. Changes to Service and Customer Support

- 20.1 The Bank may change the scope and content of its Service and Customer Support at any time by giving two months' written notice via District or otherwise in accordance with the General Terms.

If the Customer is a Corporate Opt-out Customer, this Condition 20.1 is amended to provide that the Bank will give at least 30 days' notice of any reduction in the scope and/or content and may do so for any reason whether listed in the General Terms or not.

- 20.2 The Bank will notify the Customer if it has made a major change or a lot of minor changes in any one year and a copy of the new terms and conditions or a summary of the changes will be available on the Website.

### 21. Responsibilities and liability

#### 21.1 The Customer's responsibilities

- 21.2 This Condition 21 is subject to Clauses 6 and 7 in the General Terms. The Customer acknowledges and agrees that:
- it will ensure that any Instruction complies with the Special Terms and Conditions for the Account or Service which is being accessed or operated through District; and
  - it will be liable for all debits, credits, payments and other Transaction made where consent has been given in accordance with Condition 6.2.2 or in the case of a payment using the

- services of a TPP which uses the Open Banking APIs consent has been given as described in Condition 6.1 of these Special Terms and Conditions; and
- it will be responsible for any errors or misuse resulting from computer and telecommunications systems (including Mobile Devices) and facilities which the Customer uses in accessing or communicating with the Service; and
  - the Bank shall not be responsible for any destruction or loss of or damage to Customer data or for delay, errors or omissions in any transmission of any Customer data or for any other events affecting Customer data which occur prior to the data being received by the Bank or which occur as a result of transmission over any public telecommunications network, including the Internet. The Bank shall not be held responsible for any consequences of such events, even if the result is non-payment or multiple payment of, or delay in effecting, the relevant payment order or other Transaction; and
  - provided the Bank complies with its obligations under Condition 30 the Bank shall not be responsible for information becoming known to any third party as a consequence of errors in the Customer's data transmission or as a consequence of any third party gaining unauthorised access to the data transmission line; and
  - save and except for the provisions concerning the Bank's liability set out at Clause 6 of the General Terms, the Bank shall not incur any liability to the Customer or any third party save to the extent that the Customer or third party (as appropriate) can demonstrate that such liability results directly from the Bank's material breach of the Agreement, wilful default or fraud for which it is responsible. The Bank shall not be held responsible for the acts and/or omissions of any third party (including, for the avoidance of doubt and without limitation any member of the Danske Bank Group); and
  - the Bank shall not incur any liability to the Customer or any third party for any loss of profit, loss of revenue, loss of data, loss of use, loss of goodwill, loss of savings, interruption of business or claims of third parties or any indirect, special or consequential loss of any kind suffered by the Customer or by any third party, even if the Bank has been advised of the possibility of such loss or damage; and
  - it shall not make any claim or take any action against the Bank in respect of errors or omissions in Customer applications, the integration of the same with the Security System and/or communication software and such claims or action shall be pursued by the Customer against the relevant supplier. The risk borne by the Customer includes, but is not limited to, the risk in relation to:
    - (a) sending information to the Bank, as well as the risk that a transmission is destroyed, lost, damaged, delayed or affected by transmission errors or omissions that are not the fault of the Bank, e.g. during intermediate handling or processing of data content;
- (b) information becoming accessible to third parties as a result of errors or unauthorised intrusion on the data transmission line; and
- (c) misuse of District.
- The Customer cannot hold the Bank liable for any consequences thereof.
- 21.3 It is the responsibility of the Customer to:
- check that the content of User Authorisations always matches the authorisations given to the User by the Customer and any third party;
  - ensure that the content of the User Authorisation is in accordance with the Customer's wishes; and
  - ensure that the content of the User Authorisation is in accordance with the User's wishes.
- 21.4 Furthermore, it is the responsibility of the Customer to ensure that Users are aware of the District Terms and the terms relating to any modules in District, and that all Users observe them and comply with the on-screen Help.
- 21.5 The Customer is responsible for:
- all operations and Transactions made using the Customer's Electronic Signature or that of a User;
  - ensuring that Users keep their Personal Security Passwords secure so that no unauthorised third party becomes aware of them;
  - ensuring data security in connection with storage of Encryption Keys in the Customer's IT environment to prevent unauthorised access to the Encryption Keys; and
  - any incorrect use or misuse of the

- Service by Authorised Users.
- 21.6 The Customer cannot make any claims on the Bank in respect of errors and omissions which are caused by a Customer or an Authorised User, including nonobservance of the Customer's safety and control procedures.
- 21.7 The Customer shall be liable for and agrees to reimburse the Bank and its employees, officers and agents for any and all liability, loss, damages, costs, legal costs, professional and other expenses whatsoever incurred or suffered by the Bank whether direct, indirect, or consequential (including without limitation, loss of revenue, loss of profit, loss of data, loss of use, loss of goodwill, loss of savings, interruption of business or claims of third parties) arising out of any dispute, claim or proceedings brought against the Bank by a third party based on or in connection with the use by the Customer of the Service or the Security System, except insofar as any such claims may arise from any material breach of the Agreement, wilful default or fraud for which the Bank is responsible.
- 21.8 **The Bank's responsibilities**
- 21.9 Subject to Conditions 21 and 22 and the following sentence any liability of the Bank to the Customer arising out of or in connection with the Agreement for any reason (including without limitation negligence) shall be limited as set out in Condition 21.10. Nothing in the Agreement shall exclude or restrict the Bank's liability for fraudulent misrepresentation by the Bank, its employees, officers or agents or for death or personal injury resulting from the negligence of the Bank, its employees, officers or agents.
- 21.10 The maximum liability of the Bank arising under or in connection with the Agreement shall be limited to the monetary amount of the relevant Transaction pursuant to which the Bank's liability occurred together with any charges for which the Customer is responsible and any interest the Customer must pay as a result of the non-execution or defective execution of the Transaction.
- 21.11 The Bank shall not incur any liability to the Customer for any loss or damage whatsoever incurred or suffered by the Customer which results from any event referred to in Condition 27; any act, default or omission of the Customer or any failure of the Customer to comply with any of its obligations under the Agreement; any failure of or defect in the Customer's software or systems; any failure of or defect in any third party software incorporated in the Security System; any modification of the Security System (other than by the Bank); any combination of the Security System with any equipment or software not supplied by the Bank; or any failure or defect in the Security System (other than such failure or defect directly attributable to the Bank) which occurs more than ninety (90) days after installation of the Security System by the Customer. The Bank will be liable for damages if, through errors or neglect, it is late in performing its obligations under the Agreement or performs its obligations inadequately.
- 21.12 The Bank is not liable for errors and omissions resulting from:
- errors and omissions in third-party software which is part of the District Security System;
  - a User's disclosure of the Temporary PIN and/or the password;
  - modifications to the Security System (not performed by the Bank); or
  - the Security System's integration with other systems or software not supplied by the Bank.
- 21.13 In areas that are subject to stricter liability, the Bank will not be liable for losses resulting from:
- IT system failure/downtime or corruption of data in these systems as a result of the events listed below, irrespective of whether the Bank operates the systems itself or has outsourced operations;
  - telecommunication or power failures at the Bank, statutory intervention or administrative acts, natural disasters, wars, rebellions, civil unrest, acts of sabotage, terrorism or vandalism (including computer viruses and hacking);
  - strikes, lockouts, boycotts or blockades, irrespective of whether the conflict is targeted at or initiated by the Bank or its organisation and irrespective of the cause of the conflict. This also applies if the conflict affects only parts of the Bank;
  - any other circumstances beyond the Bank's control.
- 21.14 The Bank's exemption from liability does not apply if:

- the Bank should have predicted the circumstances resulting in the loss at the time when the Agreement was concluded, or should have prevented or overcome the cause of the loss;
  - legislation under any circumstances renders the Bank liable for the cause of the loss.
- 21.15 In accordance with general liability provisions in force the Bank is liable for direct losses attributable to errors made by the Bank. Apart from that, its liability is limited to remedying the deficiencies. No further claims can be made against the Bank, including for indirect or consequential damage.
- 22. Payments to and from the Customer's Account - Liability for mistakes**  
Clauses 6 and 7 in the General Terms will apply.
- 23. Unauthorised Payments out of the Customer's Account**
- 23.1 The Customer's liability**  
Clauses 6 and 7 in the General Terms will apply.
- 24. Other terms and conditions**
- 24.1 Structure of the District Agreement**  
The District Agreement and the documentation comprised in it is described in the Access Agreement.  
  
These District Terms are also in addition to the General Terms and any terms and
- conditions for an Account, product and/or any other Service provided by the Bank. If there is any inconsistency between these District Terms, and the General Terms and the terms and conditions applying to such other account, product and/or service provided by the Bank, the terms and conditions relating to such other account, product and/or service [as appropriate] shall apply in respect of that account, product and/or service [as appropriate]. By signing the Access Agreement for District the Customer also acknowledges having read and accepted the Conditions of the Agreement. The Terms and Conditions for District and other terms and conditions in force at any time are accessible at the Website. The Customer agrees to follow the instructions given in the Service User's Guides.
- 24.2 Prices**
- 24.3** The Customer agrees to pay the service charges and fees from time to time as set out in the Bank's 'Fees and service charges explained' leaflets. The total fees payable by the Customer will depend on the modules specified in the Access Agreement.
- 24.4** The prices will be debited to an account notified by the Customer in writing or, in the absence of such notification, an account selected by the Bank.
- 24.5** The Bank may at any time change its fees and service charges as set out in Clause 26 of the General Terms. The Bank will debit various fees and charges from the account(s) specified as fee account(s).
- 24.6 Assignment, transfer and third parties**
- 24.7** Pursuant to the Contracts (Rights of Third
- Parties) Act 1999 any member of the Danske Bank Group shall have the benefit of and be entitled to enforce the Agreement generally. The Bank may also assign, transfer or otherwise dispose of all or any of its rights or obligations under the Agreement to any member in the Danske Bank Group.
- 24.8** The Bank is entitled to transfer the performance under the Agreement to sub-contractors. Such transfer shall not affect the responsibilities of the Bank under the Agreement.
- 24.9** The Customer may not assign, sub-license, transfer or otherwise dispose of any of its rights or sub-contract, transfer or otherwise dispose of any of its obligations under the Agreement without the prior written consent of the Bank.
- 24.10** The Customer acknowledges that the Bank has entered into a separate agreement with other members of the Danske Bank Group providing for such other members of the Danske Bank Group to benefit from and be bound by the terms of the Agreement and accordingly the Customer shall have the same obligations and liabilities to such other members of the Danske Bank Group as it does to the Bank hereunder. Such separate agreement is relevant if the Customer registers for the Service its Alternative Account held with a member of the Danske Bank Group [other than the Bank] to permit such member of the Danske Bank Group to rely on instructions given by the Customer through the Service in relation to such accounts.

- 24.11 The Customer acknowledges and agrees that the benefit of the Agreement is not only for the Bank but also for other members of the Danske Bank Group. The Customer acknowledges that any member of the Danske Bank Group shall be entitled in its own right to require by the Customer the due performance and observance by the Customer of each provision of the Agreement.
- 24.12 Other than as provided for in the Agreement, the parties do not intend that any term of the Agreement shall benefit or be enforceable by a third party by operation of The Contracts (Rights of Third Parties) Act 1999.
- 25. Refusing Payments or Stopping use of the District Facility**  
Clause 9 in the General Terms will apply.
- 26. Term and Termination**
- 26.1 The Access Agreement will remain in force until terminated by termination of the Agreement by the Bank or the Customer or the Customer and the Bank enter into another access agreement, whichever occurs earlier.
- 26.2 The Customer may terminate the Agreement and the Access Agreement on thirty (30) days' prior written notice to the Bank. Requests and agreements made before the time of termination will be carried out. Any paid subscription fees will be refunded on a proportionate basis.
- 26.3 The Bank may terminate the Agreement in writing by giving two months' written notice. The Bank may do so for one of the reasons set out in Clause 20 in the General Conditions.
- If You are a Corporate Opt-out Customer then the Bank may end the Agreement by giving You a minimum of 30 days' written notice. The Bank can end the Agreement for any reason whether listed in Clause 20 of the General Terms or not.
- 26.4 The Customer acknowledges and agrees that the Bank shall not be liable to the Customer as a result of termination of the Agreement in accordance with these termination provisions.
- 26.5 The Bank may treat this Agreement as unenforceable or void in the event that the Customer breaches any of the conditions of this Agreement.
- 27. Force Majeure**  
The Bank will not be responsible to the Customer for its obligations under these Special Terms and Conditions where any failure on its part was due to (i) abnormal or unforeseeable circumstances beyond its control, the consequences of which would have been unavoidable despite all its efforts to the contrary or (ii) its obligation to comply with any other provisions of applicable laws.
- 28. Notices**  
All notices or communications required or permitted under the Agreement shall comply with the notice provisions set out in the General Terms.
- 29. Severability**
- 29.1 The provisions of this Agreement are severable and distinct from one another, and, if at any time any of the provisions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions shall not in any way be affected or impaired. If any severance substantially affects or alters the commercial basis of the Agreement:
- 29.1.1 The parties shall negotiate in good faith to amend and modify the Agreement as may be necessary or desirable in the circumstances; and
- 29.1.2 In the absence of agreement on appropriate amendments or modifications within three (3) months after the severance, each party shall have the right to terminate the Agreement by not less than sixty (60) days' written notice to the other.
- 30. Warranties**
- 30.1 The Bank warrants that it will use reasonable endeavours to ensure that the Service will be performed substantially in accordance with the descriptions of the Service set out in the Agreement and the Service User's Guides (and any other documents referred to therein).
- 30.2 If the Customer notifies the Bank of any breach of the above warranty, the Bank will take all reasonable steps to rectify the breach and this shall be the Customer's exclusive remedy in respect of that breach.
- 30.3 Except as expressly provided in the Agreement, no representation, warranty or condition, expressed or implied, statutory or otherwise is given or assumed by the Bank with respect to the Service, the

Security System or any other aspect of the Agreement, including but not limited to: quality or fitness for a particular purpose; warranty regarding the results obtained from the Service or the Security System; warranty that the Service and Security System are error-free or bug-free; warranty that any or all failures, defects, bugs or errors will be corrected; warranty that the Service or Security System will meet the Customer's requirements; warranty that the Security System will be secure. All such representations, warranties and conditions are expressly excluded, save to the extent that such exclusion is prohibited by law.

### 31. Disputes

31.1 The parties accept that the properly authenticated messages as archived on the Bank's equipment shall be admissible as evidence of the contents of those messages in any forum referred to in this Condition 31.

31.2 The properly authenticated messages as archived on the Customer's equipment shall only be admissible as evidence of the contents of those messages admissible in any forum referred to in this Condition 31 if the Customer can demonstrate that:

- it has ensured that satisfactory physical and logical security is implemented and maintained at all material times at the Customer's equipment and premises; and
- there is no evidence that the audit trails of the Customer's equipment have been modified, altered, interfered or tampered with; and
- there is no evidence that the

Customer's software has been modified or altered, nor interfered or tampered with after delivery to the Customer.

### 32. Waivers

Failure or delay by either party in enforcing any term of the Agreement shall not constitute a waiver of such term.

### 33. Governing Law

If the Customer's Branch address as stated on the Bank's records and on the Customer's statement is situated in Northern Ireland then this Agreement shall be governed by and interpreted in accordance with the laws of Northern Ireland and the Customer agrees to submit to the non-exclusive jurisdiction of the Courts of Northern Ireland. However, if the Customer's postal address as stated on the Bank's records and on the Customer's statement is situated in Great Britain then the Bank and the Customer agree that this Agreement shall be governed by and interpreted in accordance with the laws of England and Wales and the Customer agrees to submit to the non-exclusive jurisdiction of the Courts of England and Wales.

If the Customer is registered for a Module that is solely intended to be used abroad, the Customer accepts – to the same extent as the Bank – that it is subject to the legal rules and usage applying in the country where the Customer operates as well as any particular terms and conditions relating to the specific country and the use of the module in that country.

### 34. Definitions and glossary

- **Access Agreement:** Agreement between the Customer and the Bank concerning the use of District, as amended, varied or supplemented from time to time.
- **Account Information Services:** services provided by a TPP which enable the User to consolidate different accounts operated by the Customer with various payment service providers for the purposes of reviewing the consolidated position.
- **Administrator:** A User who has been granted Administration privileges as set out in the relevant User Authorisation.
- **Agreement:** The agreement entered into by the Customer and the Bank for the supply of the Service and use of the Security System incorporating the Access Agreement, User Authorisation(s) and the General Terms and these District Terms together with any other documentation referred to within those documents.
- **Alternative Account:** [sometimes referred to as "Own Account"] means an account within or outside the Danske Bank Group (in any jurisdiction) that belongs to the Customer and has been opened in the Customer's name.
- **App:** The District Service available when using a Mobile Device to which the Bank's Mobile Business Application has been downloaded from the Apple or Google online stores (or such other stores as may offer the Bank's Mobile Business Application from time to



- time) which enables the electronic receipt and transmission of information (including in relation to an Account).
- **Authorisation/mandate:** Either User Authorisation for District, Account Mandate, District account mandate or one of the Bank's other mandate forms for District.
  - **Authorisation/mandate holder:** One or more registered mandates or authorisations and/or physical persons who have been granted authorisations/mandates.
  - **Bank:** Northern Bank Limited, a company registered in Northern Ireland (registered number R568) whose registered Office is at Donegall Square West, Belfast, BT1 6JS (including its assignees, transferees and successors in title). Danske Bank is a trading name of Northern Bank Limited.
  - **Banking Business Days:** Any Monday, Tuesday, Wednesday, Thursday or Friday, provided it is not a bank or public holiday in Northern Ireland [there are exceptions to this definition which apply in relation to some Services such as CHAPS and FPS]. Further details are set out within the Definitions in the Payment Table.
  - **Confidential Payments:** Confidential Payments are payments [for example wages and salaries] that the Customer has indicated to Us should only be accessible for viewing and/or processing by Users to whom the Customer has granted special privileges.
- **Customer:** The customer specified on the Access Agreement (including its assignees, transferees and successors in title).
  - **Customer Support:** Function at the Bank offering technical support or support for District Users by telephone.
  - **Cut-off Time:** a time [as set out in the Payment Table] usually towards the end of the Business Day, after which any payment order received [whether to credit or debit the Customer's Account] will be deemed to have been received on the following Business Day. The Cut-off Time for any payment order received at a branch counter will always be before the branch closing time on that Business Day.
  - **Danske Bank Group:** The Bank, any subsidiary or holding company of the Bank or any other company within the Bank's group of companies including, without limitation, Danske Bank A/S and any of its subsidiary companies.
  - **Data delivery:** Transfer of data between customer and bank. For example, a data delivery may contain Instructions.
  - **District:** Collective term used about the Bank's business systems, comprising:
    - Business PC: a PC-based payment and information system
    - District: an Internet based payment and information system or the App.
- **Electronic Signature:** An electronic signature (sometimes referred to as "Digital Signature") generated by a Customer or User using his or her User ID, Personal Security Password and (where relevant) Security Code, used for logging into Our online services, signing documents or giving us Instructions electronically. Not every part of a User's Electronic Signature is required each time the User carries out an action requiring an Electronic Signature.
  - **EDISec:** Security system used for integrated solutions to connect to District.
  - **Encryption Keys:** Used for the e-Safekey and EDISec security systems. Each User generates two Keys (a set of Keys) – a private Key used to generate Electronic Signatures and a public Key used to verify the Electronic Signature. Each User has his or her own private Key in order to create unique, personal Electronic Signatures. Access to use the Keys is protected by the User's password. The Keys are stored in a Key file or Key database on the Customer's IT system.
  - **eSafeID:** A web-based security system to log-on to District. It is a two-factor authentication system consisting of the User's Personal Security Password and a Security Code generated by an eSafeID device.
  - **e-Safekey:** Security system used for integrated solutions to connect to District.
  - **Fees and service charges explained**

- Leaflets:** The Bank's leaflets setting out the fees and service charges applicable to Services and Transactions and which are available on request, at branches and on the Website.
- **Foreign Payment** (sometimes referred to as a **Cross-Border Payment**): means either:
    - (i) Sending money within the UK (in a currency other than sterling);
    - (ii) Sending money outside the UK (in any currency);
    - (iii) Receiving money within the UK (in a currency other than sterling); or
    - (iv) Receiving money from outside the UK (in any currency).
  - **General Terms:** the Danske Bank Business Banking General Terms and Conditions which apply to the Customer's Account(s) with the Bank.
  - **Instruction:** Electronic, written or oral request to the Bank to carry out changes, Transactions, etc.
  - **Internal Transfer [known as 'Account transfer - internal' in District]:** an electronic transfer of money from an Account registered on the Customer's Agreement to another Account registered on the Customer's Agreement.
  - **Local Payment:** A payment between two accounts in the same country, whether in a single currency or not.
  - **Log-on:** The information and/or device required to generate an Electronic Signature.
  - **Master Data:** First name, middle name (if any), surname, User name, customer number, CPR number/assigned customer number and related Customer's address.
  - **Mobile Business Applications:** The Danske Bank App known as 'Mobile Business App' or the Danske Bank App known as 'Tablet Business App'.
  - **Mobile Device:** a Mobile Phone or any other internet enabled device which enables a User to access the Customer's accounts using the App.
  - **Module Agreement:** An agreement containing provisions about the individual module, e.g. Trade Finance or Collection Service.
  - **Module Description:** Bulleted description issued by the Bank of the functionality of the individual modules registered under the Agreement (as amended, varied or supplemented from time to time).
  - **On-Site Support:** Training, technical assistance or other assistance provided by the Bank at the Customer's premises.
  - **Own Payment:** A Local Payment or Cross-border Payment between one Alternative Account (registered for the Service) and another Alternative Account (registered for the Service).
  - **Payment Initiation Services:** services provided by a TPP which enable the User to make a payment out of the Account(s) which are accessible online by electronic transfer.
  - **Payment Limit:** a limit the Customer has created on the value of payment orders that may be controlled at either an Account level [which applies to all Users] or on individual specified User(s).
  - **Payment Table:** the table set out at the end of Part 3 of the General Terms available on the District section of the Bank's Website.
  - **Payments between registered accounts:** Payments between registered Alternative Accounts on District in the same country within the Danske Bank Group.
  - **Personal Security Password:** The individual personal security password selected by the Customer or a User and generated by the Customer or User, using the Temporary PIN, on first accessing the Security System. The Personal Security Password is a code to protect a User's private Key that is used to create Electronic Signatures.
  - **Security Code:** A code generated by a User's eSafeID device and used together with the User ID and Personal Security Password when logging on to District.
  - **Security System:** The security system used by the Bank in connection with the Service and comprising the eSafeID, e-SafeKey and/or EDISec security systems, as further described in the Service User's Guides.
  - **Security registration:** The registration process that a User must go through before using District for the first time.

- **Service:** The official electronic banking service of the Bank, known as “District”.
- **Service User’s Guides:** The User’s guides for the Service prepared by the Bank, the current version of which is titled “Getting Started”, copies of which are available on the Website.
- **SWIFT MT101:** A request for a payment transfer sent via the SWIFT network.
- **SWIFT MT940:** An electronic account statement received via the SWIFT network.
- **Temporary PIN:** A code issued and sent by the Bank to the Customer’s User(s). The code consists of four or eight characters and is used by the Customer’s User(s) to register in the District/Business PC security system.
- **Third Party Account:** An account within or outside the Danske Bank Group (in any jurisdiction) which belongs to a third party (including any subsidiary or holding company of the Customer) and has been opened in that third party’s name.
- **Third Party Payment:** (i) A Local Payment or Cross-Border Payment from an Alternative Account (registered for the Service) to an Alternative Account (not registered for the Service); or (ii) A Local Payment or Cross-Border Payment from an Alternative Account or Third Party Account (registered for the Service) to a Third Party Account (whether registered for the Service or not).
- **Third Party Provider (TPP):** An independent provider of services which can offer Account Information Services or Payment Initiation Services to the Customer, or which issues instruments for making Card Based Payments out of the Customer’s Registered Accounts.
- **Transactions:** Payments, payment requests [including collection requests], User authorisations and queries in District.
- **User:** A User is a person (for example an employee) who has been authorised by the Customer to act on its behalf using the Service. If the Customer’s and the Bank’s IT systems are directly integrated, a User may also be a computer or system located within the Customer.
- **User Authorisation:** The Customer’s authorisation of a User, specifying the services, accounts, authorisations and privileges to which the individual User has access (as amended, varied or supplemented from time to time).
- **User ID:** A six-digit number assigned to the individual Service User. The User ID is stated in the User Authorisation.
- **Website:** The Bank’s website at [danskebank.co.uk](http://danskebank.co.uk) through which the Service can be accessed.

## Section 10 - Terms and Conditions for SEPA Direct Debit Collection Service, United Kingdom

These Terms and Conditions for SEPA Direct Debit Collection Service, United Kingdom (which are supplemental to Our General Terms and Conditions – Business Accounts which have been separately agreed and accepted by You) apply to the set-up of all Your SEPA Direct Debit collections in euro made through Northern Bank Limited trading as Danske Bank as creditor bank.

Any defined terms in these Terms and Conditions will have the same meaning given in the General Terms and Conditions – Business Accounts unless otherwise stated. The Rulebooks will also apply as a supplement to these Terms and Conditions.

In the case of any conflict between these Terms and Conditions and the General Terms and Conditions or any other terms and conditions applying to Your Account, these Terms and Conditions shall prevail in relation to the provision of the Collection Service for SEPA Direct Debit only.

These Terms and Conditions apply to SEPA Direct Debit collections that You wish to settle using Your Account with Us. Separate rules, and a different type of District Agreement, will apply to SEPA Direct Debit collections that You wish to settle through accounts in countries outside of the United Kingdom.

We will only agree to provide the Collection Service for SEPA Direct Debit to You where You have accepted the terms of the Access Agreement which gives You access to District. The Access Agreement will state that the Collection Service UK – SEPA Direct Debit module is included and that You are able to effect Collection Orders on Your Own Account within the Danske Bank Group. In these Terms and Conditions We will refer to the Access Agreement that enables You to effect Collection Orders as “the Collection Order Agreement.”

These Terms and Conditions for Collection Service – SEPA Direct Debit apply irrespective of which SEPA Direct Debit Scheme You are registered for.

SEPA Direct Debit is for business customers only and in order to be registered, or to continue to be registered, for SEPA Direct Debit with Us, You must have:

- a euro Currency Account with Us; and
- an Access Agreement which specifies that the Collection Service UK – SEPA Direct Debit module is provided to You (“the Collection Order Agreement”); and
- a SEPA Creditor ID; and
- where appropriate, an approved facility called a SEPA Direct Debit settlement line

### If You are a Corporate Opt-out Customer

If We have notified You that You are a Corporate Opt-out Customer, then some of these Terms and Conditions will apply differently as explained in the separate corporate opt-out notification provided to You. To enable You to identify the Conditions that apply differently to You and to allow You to compare

Your terms with those that apply to retail and small business customers, the Conditions that apply to You have been shaded in grey, and the differences explained. The grey shading is for ease of reference only, and is not intended to form part of this Agreement.

All Conditions that contain no shading apply to You as stated.

### If You are **not** a Corporate Opt-out Customer

If We have **not** notified You that You are a Corporate Opt-out Customer the sections contained in grey shaded areas **do not** apply to You and do not form part of Your Agreement with Us.

If You have any queries in relation to the Corporate Opt-out, please contact Us.

## 1. Definitions

### Collection Order

A Collection Order is an order from You to Us under a Scheme to collect a one-off or recurring amount from the debtor's account. Collection Orders submitted by file must comply with the format guidelines available at [danskebank.co.uk/business](https://danskebank.co.uk/business). We do not, and We are not obliged to, check or verify the contents of a Collection Order.

### Due Date

The Due Date in relation to a collection under the SEPA Core Direct Debit Scheme or the SEPA B2B Direct Debit Scheme is the Payment Date provided that it is also a Business Day.

**EEA**

EEA means the European Economic Area, comprising the Member States of the European Union, plus Iceland, Liechtenstein and Norway;

**EPC**

The European Payments Council, which was established in June 2002 to support and promote the creation of SEPA. Information about the EPC's work and mandate can be found at [www.europeanpaymentscouncil.eu](http://www.europeanpaymentscouncil.eu).

**Mandate**

An agreement between You and the debtor that You may collect payments from the debtor's account to Your Account with Us. The Mandate may have different forms and designations, but the basic Mandate contents must always comply with the requirements set out in the Rulebooks and any related requirements set out from time to time by or through the EPC (the "Requirements").

**Payment Data**

Payment Data is the information You provide to Us which will form the basis of a Collection Order. You must ensure that the correct Payment Data is used in conjunction with a signed and valid Mandate. By Your acceptance of these Terms and Conditions You agree that You will pay all costs, expenses and other losses that the Bank may incur as a result of You providing incorrect Payment Data to Us. Details of the required Payment Data submitted by file are available at [danskebank.co.uk/business](http://danskebank.co.uk/business).

**Payment Date**

The date You specify as the "payment date" in the Collection Order, being the date on which the debtor's account is to be debited.

**PSRs**

The Payment Services Regulations 2017 (as from time to time amended, modified, varied or replaced).

**Qualifying Area**

The territory of the United Kingdom and the EEA states;

**Qualifying State**

Each of the EEA states and the United Kingdom;

**Rulebooks**

The SEPA B2B Direct Debit Scheme Rulebook (as from time to time amended and updated) and the SEPA Core Direct Debit Scheme Rulebook (as from time to time amended and updated), each available on the EPC website.

**Scheme**

The SEPA B2B Direct Debit Scheme and/or the SEPA Core Direct Debit Scheme, as appropriate.

**SEPA**

The area where citizens, companies and other actors will be able to make and receive payments in euro within all the Qualifying States, whether between or within national boundaries under the same basic conditions, rights and obligations, regardless of their location.

**SEPA B2B Direct Debit Scheme**

The payments scheme for making direct debits across SEPA where both the creditor and the debtor is a Corporate Opt-out Customer, as set out in the SEPA B2B Direct Scheme Rulebook.

**SEPA B2B Direct Debit Scheme Rulebook**

The Rulebook setting out rules and business standards for the SEPA B2B Direct Debit Scheme.

**SEPA Business to Business Direct Debit Agreement**

The agreement between You and the Bank under which We agree that You can make payments from Your Account under the SEPA B2B Direct Debit Scheme.

**SEPA Core Direct Debit**

The payment instrument governed by the rules of the SEPA Core Direct Debit Scheme for making direct payments in euro throughout SEPA from bank accounts to other bank accounts.

**SEPA Core Direct Debit Scheme**

The payments scheme for making direct debits across SEPA as set out in the SEPA Core Direct Debit Scheme Rulebook.

**SEPA Core Direct Debit Scheme Rulebook**

The Rulebook setting out rules and business standards for the SEPA Core Direct Debit Scheme.

**SEPA Direct Debit Creditor Identifier [SEPA Creditor ID]**

SEPA Creditor IDs are issued by banks participating in the Schemes. You need a SEPA Creditor ID to submit Collection Orders to Us. We issue SEPA Creditor IDs in compliance with the rules applying to the United Kingdom. Please contact Us if You require more information.

**Settlement Date**

The date on which, in respect of a SEPA Core Direct Debit or a SEPA B2B Direct Debit, the

obligations regarding funds transfer are discharged as between the debtor bank and the creditor bank.

#### **TARGET Day**

A TARGET Day is an Inter-Bank Business day identified as such in the calendar of the Trans-European Automated Real-time Gross Settlement Express Transfer System.

#### **Unauthorised Payment**

A payment is unauthorised if the debtor claims it is unauthorised and You are unable to present a duly signed, valid Mandate [see Clause 2.2 for information about Mandates and Clause 5 for information about Unauthorised Payments].

## **2. Registration**

SEPA Direct Debit is used to collect euro payments from debtors who have agreed with their bank that an account may be designated to accept SEPA Direct Debit collections.

Please note that the relevant Mandate must specify which account the debtor wants to use for payment of the collection. If the account specified by the debtor is not registered for SEPA Direct Debit, Your Collection Order will be rejected [see Clause 4].

It is Your responsibility to ensure that Collection Orders are submitted only under the Scheme You have registered under for SEPA Direct Debit. Accordingly, You can submit both SEPA Core Direct Debit and SEPA B2B Direct Debit Collection Orders only if You are registered for both Schemes.

If We receive Collection Orders for a Scheme that You are not registered for, We will reject those orders.

### **2.1. Access**

When You have entered into a Collection Order Agreement, We can receive Payment Data and submit Your Collection Orders.

Contact Us to enter into a Collection Order Agreement.

### **2.2. Agreeing Mandates**

When a Mandate is agreed between You and the debtor, the debtor must consent to collections being made from his account and transferred to Your Account with Us.

As a minimum, the Mandate must include the Payment Data and other information stipulated in the Rulebooks and any related Requirements. You must collect, process and store data related to all Mandates in accordance with the relevant requirement in the Rulebooks.

You must, at all times, store the Mandate and any amendments to that Mandate and be able to present the duly signed, valid Mandate (as amended) to Us to serve as the basis of the Collection Orders You submit to Us. If We ask to see the Mandate, You must provide Us with it immediately, and no later than 7 Business Days later. You must retain the Mandate for a minimum of 13 months after the last collection is made under that Mandate, irrespective of whether the Mandate has been cancelled or not. You acknowledge

that You are aware that if You do not present a Collection Order under a Mandate for 36 months, You must cancel the Mandate and may no longer present a Collection Order based upon that Mandate.

We automatically assume that a valid Mandate exists; therefore, it is Your responsibility to check the Collection Orders You submit. We are not bound by that Mandate.

It is also Your responsibility to ensure that You submit only Collection Orders that You are authorised to submit under the relevant Mandate.

### **2.3. Pre-notifications**

You must advise the debtor in advance of each collection. Unless otherwise agreed between You and the debtor, this pre-notification must be given by You to the debtor at least 14 calendar days prior to each collection.

If You fail to give the required pre-notification to the debtor before submitting the related Collection Order, You will be regarded as having breached the Mandate and these Terms and Conditions. If the debtor requests a refund of a collection because the debtor claims that You failed to meet Your pre-notification obligations, We will ask You to provide documentation to prove that You met Your pre-notification obligations. If You fail to do so, the amount of the collection will be refunded and Your Account will be debited with the relevant payment amount.

**2.4. Submission of Payment Data**

We must receive Payment Data for Collection Orders from You in accordance with the Cut-off times specified in the tables below. If We do not receive Payment Data in accordance with those Cut-off times, We will reject the Collection Order.

Every time that You submit Payment Data to Us, You warrant that it is correct.

**2.5. Issuing SEPA Creditor IDs**

You need a SEPA Creditor ID to submit Collection Orders via SEPA Direct Debit. The SEPA Creditor ID may be issued by another bank in the SEPA area.

You should contact us to be issued with a SEPA Creditor ID.

**3. Receiving a payment**

We receive Your Payment Data based on the Mandate agreed between You and the debtor and submit a Collection Order to the debtor's bank. Upon receipt of the Collection Order, We do not (and are not obliged to) check whether the contents of the Collection Order are in accordance with the Mandate agreed between You and the debtor.

It is Your responsibility to ensure that the Payment Data You submit to Us is always correct and that the related Mandate has been accepted by the debtor.

When the payment has been effected, it will appear on Your list of entries. However, the Collection Order may have been refused, rejected or returned in the meantime (see Clause 4), or have been refunded (see Clause 5).

**4. Refusal, Rejection and/or Return of a Collection Order**

**4.1. The debtor refuses a Collection Order**

The debtor may refuse a collection, without needing to provide justification, by instructing his bank not to pay the collection. An instruction to refuse must be made before the Settlement Date. You will be notified of the refusal via District or by file.

**4.2. The debtor bank rejects a Collection Order**

The debtor's bank may reject a Collection Order prior to the Settlement Date. This may be for any one of several reasons, including technical reasons, the debtor's account being closed, the debtor being deceased, the debtor's account not being designated to accept collections, the application of Regulation 96 of the Payment Services Regulations 2017 or the debtor instructing the debtor bank to reject the Collection Order. You will be notified of the rejection via District or by file.

**4.3. The debtor bank returns a Collection Order after payment has been affected**

**SEPA Core Direct Debits**

In the case of SEPA Core Direct Debits, the debtor's bank may also seek the return of a collection for up to five TARGET Days after the Settlement Date for that collection.

**SEPA B2B Direct Debits**

In the case of SEPA B2B Direct Debits, the debtor's bank may seek the return of a collection for up to three TARGET Days after the Settlement Date. The return request may be due to a number of reasons, including technical reasons, the debtor's account being closed, the debtor being deceased, the account not being designated to accept collections, the application of Regulation 96 of the Payment Services Regulations 2017 or the debtor instructing the debtor bank to reject the Collection Order.

If the debtor's bank has specified a reason for the return, this reason will be set out in District or in the status files received.

If We receive a valid request for a refusal, rejection or return of a collection which has been credited to Your Account then We will debit Your Account with the amount of that collection. We may charge a fee as set out in Our 'Fees and service charges explained' leaflet for processing refusals, rejections or returns.

## 5. Refund of payments

### 5.1. The debtor requests a refund

The debtor bank may, on behalf of the debtor, request a refund of a collection.

In such cases Your Account will be debited with the original transaction amount with the Value Date of the original Collection Order.

#### Authorised payments

##### **SEPA Core Direct Debits**

The debtor may request his bank to refund an authorised SEPA Core Direct Debit payment within eight weeks of the Payment Date.

Authorised payments cannot be refunded once the eight week period after the Payment Date has elapsed.

If We receive a request for refund of an authorised payment within eight weeks of the Payment Date, the amount will be debited from Your Account and returned to the debtor - the transaction will appear on Your list of entries. We are entitled to debit Your Account in this manner even if it would result in Your Account becoming overdrawn. If, in the intervening period, You have closed Your Account, You agree that You will remain liable to Us for the amount of such a refund and that We may institute debt recovery proceedings against You.

##### **SEPA B2B Direct Debits**

Authorised payments collected via SEPA B2B Direct Debit cannot be the subject of a refund claim. We are obliged to comply with an inquiry request, as set out in the B2B Direct Debit Scheme Rulebook, concerning a collection which has been credited to Your Account.

#### Unauthorised payments

##### **SEPA Core Direct Debits**

If the debtor believes that a payment is unauthorised, he may request - via his own bank - that We refund the SEPA Core Direct Debit payment. The debtor has up to 13 months after the Payment Date to make such a request.

##### **SEPA B2B Direct Debits**

If the debtor believes that a payment is unauthorised, he may request - via his own bank - that We refund the SEPA B2B Direct Debit payment, depending on his agreement with his bank. Under the terms of the SEPA B2B Scheme, the debtor has up to 13 months after the Payment Date to make such a request.

We may charge a fee as set out in Our 'Fees and service charges explained' leaflet for processing such requests.

### 5.2. Your responsibility in connection with the refund of an Unauthorised Payment

When We receive a request from the debtor for a refund of an Unauthorised Payment under the SEPA B2B Direct Debit Scheme, We will ask You to present a duly signed, valid Mandate within seven Business Days. If You are unable to do so, We will debit the amount from Your Account and refund the payment to the debtor's bank. Apart from this provision, refunds for unauthorised transactions fall outside the scope of the SEPA B2B Direct Debit Scheme.

When We receive a request for a refund of an Unauthorised Payment under the SEPA Core Direct Debit Scheme, an inquiry will be initiated under the SEPA Direct Debit Scheme Rulebook. If it appears to Us, acting reasonably, that You:

- (a) have failed to comply with the terms of the Mandate agreed with the debtor; or
- (b) that You cannot produce the Mandate agreed with the debtor; or
- (c) that You failed to pre-notify the debtor as required under Clause 2.3 above; or
- (d) that You have failed to comply with the requirement of the Rulebooks in respect of the payment,

then We will debit Your Account with the amount of the payment and refund the payment to the debtor's bank. This is without prejudice to Our rights set out in Clauses 6 and 7 hereto.



If We decide not to provide a refund this does not relieve You of any responsibility You have to resolve any issues in respect of the disputed Collection with the debtor, nor does the payment of a refund by Us prejudice the outcome of such a dispute.

Should the debtor's request turn out to be justified, We reserve the right to collect any fees related to the processing of the request and return of the payment, forwarding of vouchers, etc., in accordance with our current 'Fees and service charges explained' leaflet. If We debit an amount from Your Account as part of a refund in respect of an unauthorised transaction, that debit will appear on Your list of entries. We are entitled to debit Your Account in this manner even if it would result in Your Account becoming overdrawn. If, in the intervening period, You have closed Your Account, You agree that You will remain liable to Us for the amount of such a refund and that We may institute debt recovery proceedings against You.

## 6. Termination of the Agreement

### 6.1. Termination of the Collection Service Agreement by You

You may terminate Your Collection Service Agreement in writing at any time. If You terminate the Collection Service Agreement, We will delete all future Collection Orders placed but not yet submitted to the debtor's bank.

Collection Orders that You have asked Us to effect for up to 20 calendar days into the future and which have been submitted to the debtor bank, will remain active.

The termination will take effect on the next Business Day after its receipt by Us. We will return payments received, to the respective debtors, after the 20 calendar day period has elapsed or if Your Euro Currency Account has been closed.

### 6.2. Termination of the Collection Service Agreement by Us

Subject to Clause 7 below, except where You are a Corporate Opt-out Customer We can terminate Your Collection Service Agreement by giving at least two months' notice in writing. Where You are a Corporate Opt-out Customer We will give You 30 days' notice before We terminate the Collection Service Agreement.

## 7. Grounds for termination

This Collection Service - SEPA Direct Debit will no longer be available to You, and We will prevent You from using the Service without giving You any notice, if any of the following circumstances has arisen:

- Your Euro Currency Account is closed or has been stopped; or
- Your District Agreement or Collection Order Agreement has ended or been terminated; or
- You no longer hold a SEPA Creditor ID; or

- We have withdrawn Your Direct Debit Settlement Line; or
- You have breached any of these Terms and Conditions for Collection Service - SEPA Direct Debit; or
- We are satisfied that You have misused the SEPA Direct Debit Scheme and/or have failed to comply with the Rulebooks; or
- We are reasonably satisfied, on the basis of credible evidence, that You have effected or proposed to effect one or more SEPA Direct Debits with intent to defraud any person; or
- Your SEPA Creditor ID permits You to collect SEPA Direct Debits under the SEPA B2B Direct Debit Scheme and Your status changes so that You are no longer a Corporate Opt-out Customer. In this case We will contact You before cancelling the Service.

In the above cases, once the Service has been terminated, all incoming payments will be returned to the debtor bank.

Cut-off times for SEPA Direct Debit Collection Service, United Kingdom

Scheme	Type of SEPA Direct Debit	Cut-off Time
Core and B2B	One-off First Recurring Final	Due Date minus 1 TARGET day before 12:00 CET/CEST

Special Cut-off times apply if certain information in the debtor mandate has been changed

Scheme	Debtor Mandate Change	Cut-off Time
Core and B2B	Mandate reference SEPA Direct Debit creditor identifier Creditor name Debtors account [within the same bank] Debtors account [to another bank]	Due Date minus 1 TARGET day before 12:00 CET/CEST

Cut-off times for cancelling SEPA Direct Debit Collection Orders

Scheme	Cut-off Time
Core and B2B	Due Date minus 1 calendar day before 22.00 CET/CEST

Example of “Cut-off time”

You want to send the first of a recurring series of Core direct debits. You must therefore adhere to this Cut-off time:

Due Date minus 1 TARGET day before 12:00 CET/CEST

If the due date is 16 November 2016, You calculate the Cut-off time as follows:

16 November - 1 TARGET day = 15 November 2016

The Cut-off time is therefore 15 November 2016 before 12:00 CET/CEST.

Notes

CET is central European time.

CEST is central European summer time which starts on the last Sunday in March and ends on the last Sunday in October.

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Registered Office:

Donegall Square West  
Belfast BT1 6JS

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