

Business Banking

Terms and Conditions

**For HSBC business current and savings accounts and services
as of 12 December 2016.**

Table of contents	Page
How to reach us	4
If you have a disability	4
1. What you should know	5
1.1 Introduction	5
1.2 Special cases	5
1.3 Understanding these Terms and Conditions	6
2. Opening an account	7
2.1 Eligibility criteria	7
2.2 Signing off payments	7
2.3 Debit Cards	7
3. Paying in	8
3.1 Ways to pay in	8
3.2 Processing payments in	8
3.3 Special cases	9
3.4 Fraudulent, mistaken, confiscated or returned payments	10
4. Making payments from your account	11
4.1 Types of payments	11
4.2 Ways to pay	11
4.3 Authorising payments	12
4.4 Having enough cleared funds or overdraft to cover your payment	14
4.5 Processing payments	14
4.6 Converting currencies	15
4.7 Liability	16
4.8 Refunds for unauthorised payments	17
5. Borrowing from us	20
5.1 How you can borrow from us	20
5.2 Costs of borrowing	20
5.3 Paying us back	20
5.4 Who is responsible for the money you borrow	21
Contingent liabilities	21
6. Interest rates	22
6.1 Changing our interest rates	22
6.2 How we work out interest payments and charges	23
6.3 When we pay interest	23
6.4 Tax	23
7. Our charges	24
7.1 Changing our charges	24
7.2 Summary of your account charges	24
7.3 Charges for using other banks	24

8. Closing your account and stopping services	25
8.1 If you want to close your account	25
8.2 If you want to cancel any of your Personal Payment Devices	25
8.3 If we want to close your account, stop any of your services or stop a Personal Payment Device	25
8.4 Insolvency	25
8.5 After your account is closed	25
If you're in a partnership	26
9. Our relationship with you	27
9.1 Your information	27
9.2 Contacting you	27
9.3 General information	27
10. Regulation	30
10.1 Regulations that don't apply to Larger Corporate Business Customers	30
10.2 Restrictions on Bearer Shares	30
10.3 Law and jurisdictions	30
Unclaimed money	31
11. Glossary	32
Appendices	36
A1. Additional Conditions	36
A2. Customer Information	37
Definitions	37
1. Collection, processing and sharing of Customer Information	38
2. Accessing your information	40
3. Financial Crime Risk Management Activity	40
4. Tax compliance	40
5. Credit reference and fraud prevention	40
6. Website and email personalisation	41
7. Further information and marketing	41
8. Miscellaneous	41
A3. Channel Islands and Isle of Man Conditions	42
To contact us	42
Section 3.3.3 – Returned Cheques	42
Section 5.4 – Who is responsible for the money you borrow	42
Section 8.4 – Insolvency	42
Section 9.3.3 – Responsibilities	42
Section 10 – Regulation	42
Section 10.3– Law and jurisdictions	43
Bank of England's powers if we become insolvent	43
Important information	44
Closing your account	44
Important information about compensation arrangements	44
Complaints	44

How to reach us

If you have questions

Visit us in any HSBC branch or online at www.hsbc.co.uk/business

Write to us at:

HSBC Bank plc
Customer Information
PO Box 6201
Coventry CV3 9HW

Call us (from 8am to 10pm every day) on:

if you're in the UK, Channel Islands or Isle of Man: 03457 60 60 60

if you're outside the UK: +44 1226 26 08 78

If your Card, PIN or security details are lost or stolen

Call us any time, day or night:

if you're in the UK, Channel Islands or Isle of Man: 03456 00 70 10

if you're outside the UK: +44 1442 42 29 29

If you have a disability

Sight

You can request these Terms and Conditions in large print or audio from any HSBC branch.

We can also give you Braille and large-print statements and templates for cheque books.

Hearing or speech

You can call us by textphone on 03457 12 55 63.

If your Card, PIN or security details are lost or stolen you can call us by textphone on 0800 028 35 16.

We can also arrange a sign-language service for you.

We may monitor or record our conversations with you (for example, phone calls, letters, emails) to improve our service, or for security.

1. What you should know

1.1 Introduction

Our business current and savings accounts and services all come with Terms and Conditions. They set out what you can expect from us – and what we expect from you in return.

They apply to our current and savings accounts and services, client money accounts, Debit Cards, Business Telephone Banking and Business Internet Banking services.

On top of these Terms and Conditions, some of our accounts and services come with Additional Conditions of their own (for the full list, see page 35).

These Terms and Conditions (along with our Additional Conditions, Price List and Application Form) are our agreement with you while you have business current and savings accounts and services with us.

We also have a 'Business Banking Made Easy' brochure, which explains more about how our business accounts and services work.

You can ask us for a copy of any of these documents (as well as our latest interest and exchange rates), at any time. These documents (and our latest most common rates) are also available in branch, on our website, or via Business Telephone Banking or Business Internet Banking, or if you call us.

1.1.1 Where there are differences

Where there's a conflict between the Additional Conditions and these Terms and Conditions, the Additional Conditions take precedence (but only for the particular service or account they relate to).

Where there's a conflict between the Additional Conditions (or any other agreement with us) and the Customer Information Appendix, the Customer Information Appendix takes precedence.

1.1.2 Changes over time

Our Terms and Conditions and Additional Conditions change over time. When we're planning any changes, we'll let you know at least two months before they come into effect. We'll do this by post, email, secure e-message or on your statement – basically any way that means we can contact each business customer.

For example, we may:

- change or add in new terms
- change or add in new eligibility criteria for our accounts or the tariffs set out in our Price List (and move you to a new account or tariff, if you no longer meet them)
- change your payment limits
- change our Cut-Off Times and Maximum Processing Times (in our 'Business Banking Made Easy' brochure).

If you don't want to accept our changes, you need to let us know before they come into effect. We'll close your account or stop the relevant service as soon as we hear from you. There'll be no additional charge for this.

If we don't hear from you before the changes come into effect, we'll take that to mean that you accept the changes.

1.2 Special cases

1.2.1 Payment Services Regulations 2009: Larger Corporate Business Customers

In 2009, the Payment Services Regulations were introduced to make payments across Europe easier, faster and more transparent. These Regulations apply to all our business customers, but we agree with our Larger Corporate Business Customers that some of the regulations don't apply to them. See section 10, page 30 for more details.

1.2.2 Accounts in the Channel Islands or Isle of Man

If you have a business account in the Channel Islands or Isle of Man, some of these Terms and Conditions don't apply – or apply in a slightly different form. See the Channel Islands and Isle of Man Conditions Appendix (page 42) for more details.

1.2.3 Post Office®

Where services are available at a Post Office®, Post Office Limited is our agent in providing these services to you and they will only be available in England, Scotland, Wales and Northern Ireland. The Post Office® is a registered trademark of Post Office Limited in the UK and other countries. We reserve the right to withdraw or change any services provided by Post Office Limited. Post Office Limited won't be able to give financial or banking advice to our customers about their account or about our business, products or services. They won't be responsible for our dealings with you and your account.

1.3 Understanding these Terms and Conditions

1.3.1 Technical language

Some of the words and phrases in this document have a specific meaning. We've capitalised these words, and we've included a Glossary (see section 11, page 32), so you know what we mean.

1.3.2 'We' and 'you'

By 'we', 'us', or 'our', we mean HSBC Bank plc. By 'you' or 'your', we mean both you as a person and your business as a legal entity (including sole traders, companies and partnerships).

2. Opening an account

2.1 Eligibility criteria

Eligibility criteria apply to some of our business current accounts and savings accounts and our tariffs as set out in the Price List and some of our Additional Conditions.

To open a business current account and savings account with us (or qualify for a particular tariff from our Price List), you'll need to meet our eligibility criteria. We'll let you know what these are before you apply for an account or tariff.

We'll review your eligibility for your particular account or tariff from time to time. If you stop meeting the eligibility criteria, we may move you to a different account or tariff by giving you at least two months' prior notice by Individual Customer Notice. If you let us know that you don't accept the transfer before it comes into effect, we'll close your business current account or savings account. There'll be no additional charge for this.

2.2 Signing off payments

We'll need you and anyone else with the power to sign off payments from your account to fill out a Mandate (if you're a sole trader, we'll just need your signature). If anyone can't sign because of a disability, we can make other arrangements.

2.3 Debit Cards

We'll issue, replace and renew Debit Cards and PINs for each Cardholder at our discretion (unless we've agreed otherwise in writing).

3. Paying in

3.1 Ways to pay in

Anyone can pay in to your account, as long as they have your account number, sort code, name (for electronic payments) and BIC number or IBAN for international payments. HSBC customers can use Business Telephone Banking or Business Internet Banking if they are registered for these services.

How to pay in depends on what type of payment it is:

Type of payment	How to pay in
Cash, Cheques or bank drafts	At any HSBC bank counter At an HSBC Express Bank Machine using your Debit Card and PIN At any HSBC Business Pay In machine using your Debit Card and PIN or scanning the barcode on your Business Pay In packet
Cash in Sterling*	At any Post Office® counter using your Debit Card and PIN
Cheques in sterling	At any Post Office® counter
Internal Transfer (between your HSBC current account and your HSBC savings or credit card account)	At any HSBC bank counter At an HSBC Express Bank Machine At an ATM By phone By Business Telephone Banking By Business Internet Banking
Currency Account Transfer (between your HSBC accounts in other currencies)	At any HSBC bank counter By phone By Business Telephone Banking By Business Internet Banking
Electronic payments including Direct Debit Payments or standing orders (from other people or businesses to you)	Straight into your account, electronically

* You can't deposit more than £250 in coin in a single transaction. Generally you can deposit up to £20,000 but there may be lower limits at individual Post Offices® and special arrangements if you want to make large deposits on a regular basis. Speak to your usual contact or check at your local Post Office® for more details.

Important: Please don't send cash to us in the post, or through a letter box or deposit box.

3.2 Processing payments in

3.2.1 Processing times

Our 'Business Banking Made Easy' brochure sets out how long it will take us to process cash, bank drafts, Cheques and other type of payments into your account.

3.2.2 Mistakes on the paying-in slip

If the total amount on the paying-in slip is wrong by more than £1, we'll pay the right amount into your account and tell you we've done this (and the exact amount, for Foreign Cheques).

If the amount is wrong by less than £1 (whether in your favour or in ours), we won't correct it or tell you about it unless it was paid in at one of our Business Pay In machines.

3.2.3 Converting currencies

If payments into your account are not in the same currency as your account we'll convert them into that currency at our current exchange rate at the time.

Our exchange rates change constantly throughout the day. To check what exchange rate we used for a specific payment, you can either look on your statement or ask us.

3.3 Special cases

3.3.1 Paying in Cheques or bank drafts in another name

To pay in a Cheque or a bank draft that's in someone else's name, you'll need to get that person or organisation (or their authorised representative) to sign the back of the Cheque first.

If it's marked 'non-transferable' or 'account payee', they may need to pay it in themselves.

3.3.2 Withdrawing against Sterling Cheques faster (Special Presentation)

If you're paying in a Sterling Cheque at any HSBC bank counter, you can ask us to send it for Special Presentation, for a charge (see our Price List).

If you do, we'll send the Sterling Cheque back to the bank it came from and you can withdraw the money as soon as they confirm there's enough money in the relevant account to cover it – which could be faster than waiting for the Sterling Cheque to clear.

3.3.3 Returned Cheques

After a Cheque is paid into your account, the bank that issued it can still send it back to us unpaid – even if we've already let you withdraw the money or added it to your available balance.

If a Sterling Cheque is returned unpaid, we'll deduct the amount from your account. If the Sterling Cheque is paid in at and drawn on a UK bank, we won't deduct the money from your account after the sixth Working Day from the date we process it.*

If a Sterling Cheque is paid into your account at another bank, we won't start to process it until we receive the money into your account.

A Sterling Cheque could be returned unpaid more than six Working Days after we process it if:

- it's from a non-UK bank or was paid in outside the UK
- we know or have good reason to suspect that you're knowingly involved in a fraud
- you've agreed for it to be returned unpaid

**We process overnight. You might not see the money come out of your account until 9am on the seventh Working Day*

If a Sterling Cheque is returned unpaid

We'll either ask the bank that issued the Sterling Cheque for payment again or return it to you (depending on why it was sent back).

If a Foreign Cheque is returned unpaid

We'll either take back the same amount we added to your account – or if we converted it to another currency, the amount it's worth at our current exchange rate (which may be more than the original amount). If this happens, we'll tell you.

If the Cheque's worth more than you have in your account

If a Cheque comes back unpaid and deducting the full amount from your account would make you go overdrawn or make you go over your overdraft limit, we'll treat it as an informal request for a new or a larger overdraft. If that happens, you may have to pay charges and Debit Interest.

3.3.4 Foreign Cheques

You (or whoever the Foreign Cheque is made out to) must sign the back of any Foreign Cheques paid into your account. The signature on the back of the Foreign Cheque and the name on the front need to match.

Negotiating or Collecting Foreign Cheques

We may agree to Negotiate or Collect Foreign Cheques for a fee, but we don't have to. If we do, we may appoint an agent or correspondent bank (which may be a member of the HSBC Group) to act for you, at your risk. They may charge fees of their own.

When we receive the money, we deduct our fees and pay the rest into your account. If we appoint an agent or correspondent bank to act for you, we'll deduct their fees from your account when we're told about them (which may be after we've paid the money into your account).

If the Foreign Cheque comes back unpaid, you'll also be charged another fee for that, as and when it happens.

Converting a Foreign Cheque

If we receive payment of a Foreign Cheque in a different currency from the Foreign Cheque for any reason, neither we nor our agent or correspondent banks are liable for any of the money that may be lost when we convert it into the currency of your account at our current exchange rate.

3.4 Fraudulent, mistaken, confiscated or returned payments

If someone pays money into your account that turns out to be:

- part of a fraud
- a mistake (unless it's our mistake or involves another bank)
- confiscated by the relevant authorities

or

if we're obliged to send any part of it back to the payer for any reason,

we can deduct that money from your account. We can do this even if it's already in your available balance, or you've already spent, transferred or withdrawn it. If someone pays money into your account by mistake another bank may ask us to return the payment to them. If we reasonably believe that there has been a mistake we'll write to you to say that we're going to take the money from your account and return it. When we write to you we'll let you know the date by which you need to contact us if you don't agree that there's been a mistake. If you don't contact us to say you disagree we'll take an amount up to the value of the mistaken payment from your account and return it to the other bank. We may prevent you from using the amount of the disputed payment during this time.

If your available balance isn't enough to cover the value of the mistaken payment we'll write to you to let you know. And we'll ask you to put funds into your account so that the balance will cover the mistaken payment.

4. Making payments from your account

4.1 Types of payments

In this section, we'll be talking about three different 'types' of payments:

- Cash, Cheques*¹ and bank drafts
- 'Standard Payments': Bill Payments, Standing Order Payments, Internal Transfers, SEPA Core Direct Debit Payments*², Direct Debit Payments and Debit Card Payments
- 'Special Payments': CHAPS Payments, Worldpay Payments, Priority Payments, SEPA Credit Transfers and Currency Account Transfers.

If you have a sterling business current account

You can make all of these types of payments.

If you have an international business account or foreign currency account

You can make payments by:

- withdrawing cash at any branch (as long as we have enough of the currency you need in stock)
- Cheque*¹
- Internal Transfer
- SEPA Core Direct Debit Payments*²
- any of the 'Special Payments' above.

We'll make these payments if you authorise us to in the ways set out in these Terms and Conditions or under the Additional Conditions, or in any other agreement between you and us which applies.

*¹ You can only write Cheques in the same currency as your account. We may not pay out on Sterling Cheques that are older than six months when we receive them.

*² You can ask us to stop any or all SEPA Core Direct Debit Payments from your account at any time – or only to allow them in special cases (to a particular recipient, for example). You need to ask us at least one Working Day before we receive the payment request.

4.1.1 Payment limits

We may set limits on the number or value of payments you can make for different types of payments (like your Debit Card, for example). If there's a payment limit on any of your Personal Payment Devices, we'll tell you that when we give it to you. You can also ask at any time.

4.2 Ways to pay

You can authorise us to make a payment from your account in several ways:

- in person, at any branch
- with your Debit Card
- by phone
- by post
- using a Self-Service Machine
- by Business Internet Banking, Business Telephone Banking or Personal Payment Device, as long as you follow the procedures we've set out in the Additional Conditions, guides or manuals that go with it.

Payments by post

You can authorise a payment by sending us the appropriate form. Just ask us and we can let you have one or tell you where to find it. As long as the form is fully completed with all of the details that we need (see 'Authorising payments') and appears to be signed according to your mandate, we'll process it the same Working Day that we open it. We may phone one of the authorised people on your Mandate to confirm the payment before we process it.

Working through other banks

We may use an intermediary, agent or correspondent bank (which may be part of the HSBC Group) to make payments from your account.

They – or the recipient's bank – may charge you for handling your payment. If you ask us to, we'll deduct any charges from your account. Otherwise, they may deduct any charges from your payment instead (in which case, you'll still owe the recipient money).

4.3 Authorising payments

What we need to make a payment depends on the type of payment.

4.3.1 Withdrawing in a branch or at a Post Office®

Cash and Cheques

To withdraw cash over the counter or to cash a Sterling Cheque at any branch, you need to show us:

- your cheque book and Debit Card or
- withdrawal book

and formal ID (passport or driver's licence, for example).

You can't use your Debit Card on its own to withdraw cash over the counter at our branches.

To withdraw cash over the counter at a Post Office®, you need to use your Debit Card.

4.3.2 Standard Payments

For Bill Payments, Standing Order Payments and Internal Transfers

You need to give us:

- the recipient's name, sort code and account number*
- the amount you want to pay
- any reference you want to add (like your account number or order number, for example)
- payment date (for Bill Payments and Internal Transfers) or start date/end date/how often/duration (for Standing Order Payments).

**If it's a Bill Payment to someone you've paid before (and you're happy for us to make the payment without confirming that the details are correct), we can use the same sort code and account number as last time.*

You can arrange for us to make Bill Payments and Standing Order Payments within the UK, Channel Islands and Isle of Man immediately, or on a future date.

You can arrange for us to make Internal Transfers between your HSBC accounts immediately or on a future date.

We'll process your payment the same day we receive your instructions, if it's before the Cut-Off Time – or on the payment date, if it's for the future.

We'll use the Faster Payment Service, if possible. We can only do this if the recipient's bank is a member of the Service. There are also limits on how much you can pay through the Service.

If we can't use the Faster Payment Service for any reason, we'll tell you what date your payment should reach the recipient's bank. Normally, this shouldn't mean that you have to pay any extra charges – but we'll tell you, if it does.

For SEPA Core Direct Debit Payments

Whoever you're paying will ask you to fill out a mandate, including:

- your name
- your IBAN and BIC number.

They will keep this mandate, for their own records. By filling it out, you authorise us to make each SEPA Core Direct Debit Payment they ask for, as long as it has the BIC and IBAN for one of your accounts and reaches us at least two Working Days before the payment is due.

For Direct Debit Payments

You can make Direct Debit Payments to people or businesses within the UK, Channel Islands and Isle of Man.

To set it up, you'll need to fill out a Direct Debit Payment instruction form. By filling out this form, you authorise us (either in person, or through Business Telephone Banking or Business Internet Banking) to make each Direct Debit Payment by 10.30pm on the third Working Day before the payment is due.

For Debit Card Payments

You can authorise a Debit Card Payment in one of several ways:

- entering your PIN and pressing a button to confirm the payment (like 'Enter' or 'OK')
- signing the receipt
- touching or holding your Debit Card near a contactless card reader (if you have a contactless one)
- giving the recipient details like your card number, expiry date and the three-digit security code on the back of the card.

We'll tell the recipient if we're prepared to process the payment. We may need them to ask you for more information or identification first, for security.

If the recipient tells us about a Debit Card Payment outside normal business hours, we'll process it on the next Working Day.

There's a limit to how much cash you (or any Cardholder) can withdraw each day with your Debit Card. We'll let you know what this is when we give you your card(s).

4.3.3 Special Payments

For CHAPS Payments, Worldpay Payments, Priority Payments, SEPA Credit Transfers

You need to tell us:

- the amount of the payment
- your account number (and IBAN for a SEPA Credit Transfer)
- your name and address
- the name and address of any third party or ordering party that you are making the payment on behalf of (for Worldpay Payments, Priority Payments and SEPA Credit Transfers)
- the recipient's account number (and IBAN for SEPA Credit Transfers or if paying to a bank in the EEA) and sort code or national bank code/BIC
- the recipient's name and address
- any reference you want to add (like an account number or order number, for example).

For Currency Account Transfers

You need to tell us:

- the amount
- the currency
- your name, account number and sort code
- the recipient's name, account number and sort code
- how often/how long to continue making payments (for recurring payments).

The information we need to make Special Payments may change from time to time, for reasons beyond our control. If so, we'll tell you when you ask us to make one of these payments.

Immediate and future payments

You can make Special Payments immediately to anywhere in the world. The only Special Payments you can set up for a future date are:

- Priority Payments and SEPA Credit Transfers through Business Internet Banking, in the same currency as your account
- Currency Account Transfers through Business Internet Banking, between accounts in the same currency.

Priority Payments

If your Priority Payment application form doesn't specify which currency to make the payment in, we'll send it in the local currency of the country you're sending it to (where possible).

Worldpay Payments

We'll convert Worldpay Payments from sterling into foreign currency at our current rate of exchange on the day we receive your instructions. We'll confirm what rate we've used on the copy of the Worldpay request form which we'll give you.

Our charge for Worldpay Payments includes any charges from any agent and/or correspondent banks we use to make the payment.

4.4 Having enough cleared funds or overdraft to cover your payment

If you authorise a payment from your account, you must make sure that you have enough cleared funds or overdraft in place at the start of the day it's due to cover it (ie immediately after midnight).

If you don't have the money in your account at the start of the day but tell us that you'll be paying in funds over the course of the day, we'll try to make the payment using those funds – but we can't guarantee it.

If you don't tell us, the payment may not go through and you may have to pay charges.

When we're deciding whether a payment is covered or not, we'll look at any other payments we've already made or agreed to make from your account, even if that money hasn't come out of your account yet.

For sterling Bill Payments, Standing Order Payments and Direct Debit Payments

As long as you have enough cleared funds in your account or overdraft in place by 3.30pm on the day it's due (or the next Working Day, if the day it's due is not a Working Day), we'll make the payment and won't recall Direct Debit Payments which have been made earlier in the day. We may not be able to do this if your formally arranged overdraft covers more than one account.

Going into overdraft

If making a payment would make your account go overdrawn or make you go over your agreed overdraft limit, we'll treat it as an informal request for either an overdraft or for a larger overdraft.

Your account balance

Your account balance may include payments that haven't cleared yet (like Cheques, for example) – and that could come back unpaid, later on. This means your account balance may be more than your 'available balance'.

Unless we agree otherwise, your 'available balance' is the amount you can actually withdraw (subject to any restrictions on your account) and includes any overdraft we've agreed with you.

If you make a payment relying on uncleared payments that don't actually go through, you may have to pay Debit Interest and/or charges if your account goes overdrawn.

4.5 Processing payments

We'll process a payment as long as:

- you have enough cleared funds or formal or informal overdraft to cover it
- the amount is within any payment limits for your account, Personal Payment Device and payment type
- you've given us all the details we need and done everything we need you to do to make it
- we're not aware of any mistakes in the details you've given us
- we don't have reason to believe it's illegal, criminal or fraudulent.

4.5.1 Declined payments

If we decline a payment, as soon as we can we'll tell you or the relevant Cardholder the reasons why and how to correct any details that may have stopped it from going through (if we are legally able to do so).

We may charge you every time we tell you or a Cardholder that we've declined a payment.

For Cheques, Standing Order Payments and Direct Debit Payments

We'll write to you the first time that we decline a payment.

For SEPA Core Direct Debit Payments

We'll write to you if we decline a payment because there are not enough cleared funds to cover it.

4.5.2 Processing times

The Maximum Processing Time normally runs from the day you authorise the payment (or the next Working Day, if it's after the Cut-Off Time for that day), with a few exceptions:

For Cheques

It starts from when we receive them at our cheque processing centre.

For Bill Payments and Internal Transfers

It starts from the day the payment was authorised – even if it's not a Working Day (unless it was authorised after the Cut-Off Time, in which case it'll start the next day).

For SEPA Core Direct Debit Payments and Direct Debit Payments

It starts the same Working Day the payment is due (as long as you ask us to make the payment before the Cut-Off Time for that day).

4.5.3 If the payment details aren't right

We'll use the BIC/sort code/national bank code and account number/IBAN you give us to make the payment. If you give us the wrong details, the payment could be delayed or go to the wrong account.

If that happens, we won't be liable for any losses or delays to you or anyone else. If you ask us to, we'll try to get the money back. We may charge for this (we'll let you know how much at the time). For further details you should contact us.

4.5.4 Cancelling Debit Cards

We'll keep processing authorised payments on a Debit Card – and taking the money from your account – until the Debit Card has been cancelled.

If you're a partnership, we'll cancel the Debit Card of any retiring partners after you tell us they're leaving.

4.5.5 For more details on processing times

See our 'Business Banking Made Easy' brochure for more on Maximum Processing Times and Cut-Off Times for all types of payments: cash, Debit Card, Cheques*, Standard Payments and Special Payments.

*Processing times for Cheques usually depend on the Central Clearing Cycle.

4.6 Converting currencies

4.6.1 Making payments in foreign currencies

If you ask us to make a payment from your account in a different currency than your account, we'll convert it at our current exchange rate at the time we process your payment.

4.6.2 Withdrawing foreign currency as cash

If you withdraw foreign currency from our Self-Service Machines, we'll convert it into sterling, then take the money from your account (on the same Working Day that we receive details).

4.6.3 Exchange rates

Our exchange rates are variable, changing constantly throughout the day. Your statement will show what exchange rate we used for any payments that involve converting currencies – as well as fees for this, if there are any. You can also ask us for this information for a particular payment at any time.

For immediate payments

We'll either tell you what the current exchange rate is or where you can find it (depending on how you're making the payment). Then, you either agree the exchange rate by going ahead with the payment or by confirming the rate itself.

For future payments

If you need the payment to go through at a specific exchange rate or on a particular date, you must tell us when you ask us to make the payment.

4.6.4 Cancelled or returned payments in other currencies

If you cancel a payment in another currency before we've processed the payment – but after we've converted it – we'll convert it back to the original currency at whatever the current exchange rate is when you cancel.

If a payment in another currency is returned, we'll convert it back to the original currency at whatever the current exchange rate is when we receive it.

In both cases, the amount you get back could be less than the original amount, if the exchange rate has changed. This could also happen if you return a foreign currency bank draft.

4.6.5 Payments between accounts in different currencies

If you ask us to make a payment in the same currency as your account to an account in a different currency, we may route the payment through an intermediary (which may be a member of the HSBC Group). We may have commercial arrangements with them.

If we do use an intermediary, you accept that we aren't acting as your agent by routing your payment through them.

The intermediary may carry out the currency conversion themselves (though they don't have to). If they do, they'll convert the payment at whatever the current market rate is at that time (chosen by the intermediary). If you ask us, we'll tell you what exchange rate they used after they've converted it.

4.7 Liability

If there's an unauthorised payment or other problem with a payment from your account, the losses you're liable for depends on whether:

- you authorised the payment or not
- you're a Small Business, Small Charity or Larger Corporate Business Customer
- your account is in the Channel Islands or Isle of Man.

4.7.1 For unauthorised payments made with a Personal Payment Device

If you're a Small Business or Small Charity Customer

Generally, you won't be liable for any losses if someone makes an unauthorised payment with your Personal Payment Device that is entirely within the EEA, in an EEA currency.

Until you tell us that a transaction is unauthorised or you think your Personal Payment Device or security details may have been misused, you will be liable:

- if you, any Cardholder or someone acting for you acts fraudulently
- if you or any Cardholder fail to tell us about it as soon as possible – either deliberately, or through 'gross negligence' (serious carelessness)
- for any losses up to £50 that happen because you or any Cardholder failed to keep your Personal Payment Device or security details safe, which led to them being lost, stolen or misused
- if you or any Cardholder has failed to take all reasonable steps to prevent someone misusing your Personal Payment Device or security details (in line with these Terms and Conditions and any Additional Conditions) – either deliberately, or through 'gross negligence' (serious carelessness). In which case, you're liable for all losses until you tell us about it.

Unless you, any Cardholder, or someone acting for you acts fraudulently you won't be liable:

- after you tell us that a transaction is unauthorised or you think your Personal Payment Device or security details may have been misused
or
- if your Personal Payment Device was used to buy goods by phone, mail order or over the internet
or
- if we didn't give you a way to tell us if your Personal Payment Device was lost or stolen (as we said we would in the Additional Conditions).

If the payment was made outside the EEA and/or in a non-EEA currency, you'll be liable:

- if you, any Cardholder or someone acting for you acts fraudulently
or
- if you or any Cardholder fails to take all reasonable steps to prevent someone misusing your Personal Payment Device or security details fraudulently (in line with these Terms and Conditions and any Additional Conditions).

Whatever the circumstances, it's extremely important that you tell us about any unauthorised or fraudulent payments as soon as possible – within 13 months, at the very most. If you don't, you will be liable for the transaction.

If you're a Larger Corporate Business Customer or your account is in the Channel Islands or Isle of Man

You will be liable for all losses if someone makes an unauthorised payment with your Personal Payment Device if:

- the Personal Payment Device was lost or stolen and you or any Cardholder failed to keep it or security details safe
- the evidence we have suggests that you, any Cardholder or someone acting for you has acted fraudulently
- you, any Cardholder or someone acting for you haven't taken all reasonable steps to prevent someone misusing your Personal Payment Device or security details (in line with these Terms and Conditions and any Additional Conditions).

4.7.2 For Standard Payments, Special Payments and Internal Transfers

If you're a Small Business or Small Charity Customer

Authorised payments

If you authorise a Special Payment (entirely within the EEA, in an EEA currency), Standard Payment or Internal Transfer, we're liable to you for making the payment in line with your instructions, within the Maximum Processing Time.

If we can prove that the recipient's bank received the payment within the Maximum Processing Time, they'll be liable for making the payment to their customer. If we can't prove it, we'll refund your account immediately (and restore your account to the same state as it would have been in if the payment had never been made).

If you ask us to, we'll also do what we can to trace the payment immediately and tell you what happens.

Unauthorised payments

We will be liable for any losses that are the direct result of any payments you've told us are unauthorised – unless you're not entitled to a refund, or we're entitled to take back a refund (see the rest of this Liability section above and the Refunds section below).

If we're liable, we'll pay you back with interest (if applicable), including any charges.

If you're a Larger Corporate Business Customer or your account is in the Channel Islands or Isle of Man

For authorised payments, we're only liable for making the payment.

We aren't responsible for the payment being received by the recipient's bank, or for any agent or correspondent banks which are involved in getting the payment to the recipient's bank.

If you ask us, we'll do what we can to trace the payment and tell you what happens (for a charge).

4.8 Refunds for unauthorised payments

How and when we refund unauthorised payments depends on what type of payment it is.

4.8.1 Direct Debit Payments

If we make a mistake, you're entitled to a full and immediate refund under the Direct Debit Guarantee Scheme (see the Direct Debit form or Direct Debit confirmation).

4.8.2 SEPA Core Direct Debit Payments

We'll follow the terms of SEPA Core Direct Debit Scheme, which you can find at www.europeanpaymentscouncil.eu (or ask in any HSBC branch).

4.8.3 Other types of payment

Unauthorised payments made entirely within the EEA, in an EEA currency (except Cheques) – including the Channel Islands and Isle of Man

We'll carry out a quick check immediately for any signs that you, any Cardholder or someone acting for you may have:

- authorised the payment
and/or
- acted fraudulently
and/or
- failed to keep your Personal Payment Device, security details and account details safe* (as described in these Terms and Conditions and any Additional Conditions).

*If you're a Small Business or Small Charity Customer, we need to show that this failure was 'deliberate' or through 'gross negligence' (serious carelessness).

Unless we have good reasons to suspect any of the above, we'll refund your account on the same Working Day (or the next Working Day, if it's after 4pm) – and restore your account to the same state as it would have been in if the payment had never been made.

If we have good reasons to suspect you've done any of the above, we'll carry out a full investigation before deciding whether you're entitled to a refund or not.

If the payment is not entirely within the EEA, or is in a non-EEA currency – including the Channel Islands and Isle of Man or is a Cheque

We'll carry out a full investigation, to check for any signs that you, any Cardholder or someone acting for you may have:

- authorised the payment
and/or
- acted fraudulently
and/or
- failed to keep your Personal Payment Device, security details and account details safe (in line with these Terms and Conditions and any Additional Conditions).

When we've finished our full investigation, unless we find evidence that proves you've done any of the above, we'll immediately refund your account and restore it to the same state as it would have been in if the payment had never been made.

If new evidence comes to light after a refund

If new evidence comes to light after we've refunded your account that proves that you, any Cardholder or someone acting for you:

- authorised the payment
and/or
- may have acted fraudulently
and/or
- failed to keep your Personal Payment Device, security details and account details safe* (as described in these Terms and Conditions and any Additional Conditions)

you agree that we're entitled to take back the refund.

*If you're a Small Business or Small Charity Customer and the payment is entirely within the EEA and in an EEA currency, we need to show that this failure was either deliberate or through 'gross negligence' (serious carelessness).

4.8.4 Other sections in these Terms and Conditions that affect refunds

There are other sections in these Terms and Conditions that may affect whether you're entitled to a refund or not:

- the section called 'Liability' on page 16, which sets out who is liable for what, for payments made with a Personal Payment Device

- the section called 'Keeping you informed' on page 27, which talks about your obligation to check your statements and let us know if you find anything wrong as soon as possible
- the section called 'Responsibilities' on page 28, which describes certain circumstances where we're not liable to you.

4.8.5 Special case: Small Business or Small Charity Customers only

If you or a Cardholder authorises a payment without specifying the amount (like in a Direct Debit Payment, for example) you can ask us to refund the payment if:

- the payment was made entirely within the EEA, in an EEA currency
and
- the amount was more than you could have reasonably expected, based on your previous payments and spending patterns
and
- you or the Cardholder asks for a refund within eight weeks after the payment left your account.

We may need more information from you to work out whether you're entitled to a refund or not.

We'll either refund the payment or explain why you're not entitled to one within 10 Working Days after you ask for it (but it can take longer, if it takes time for you to give us the information we need).

5. Borrowing from us

5.1 How you can borrow from us

5.1.1 On a formal basis (overdrafts and loans)

We may lend you money through an overdraft or a loan. If we do, it will normally be covered by a separate agreement. If we turn down your request for an overdraft or loan, we'll tell you why and send you a written explanation.

5.1.2 On an informal basis (informal overdrafts)

If you haven't agreed a formal overdraft with us and try to make a payment that would make your account go overdrawn, we'll assume you'd like an informal overdraft.

Or, if you already have a formal overdraft and haven't agreed an increase to the existing limit, but try to make a payment that would go over your overdraft limit, we'll assume you'd like an informal overdraft.

If we're not prepared to allow this, we won't process the payment.

If we've given you an informal overdraft, it will stay in place until:

- you pay enough into your account to clear it or bring your account balance back within your existing overdraft limit
- we agree a formal overdraft
- we require you to repay the outstanding amount immediately (this is known as 'making demand').

We'll charge you in both scenarios – when we agree an informal overdraft and also when we don't process the payment.

You'll find details of our Business Overdraft Text Alerting service in our 'Business Banking Made Easy' brochure.

5.2 Costs of borrowing

5.2.1 Charges

We've set out details of our charges in our Price List, but we may agree them individually with you.

5.2.2 Fees

We'll charge you costs and fees to deal with an overdraft (though not on a foreign currency account), loan or anything similar. These will include expenses and fees (such as legal, security or valuation fees), stamp duty and other taxes, or other charges and registration costs.

We'll write to you at least 30 days before we take payment from your account for any fees or other costs like this, to tell you how much you'll pay and what they're for.

5.2.3 Interest

If you have an overdraft, we'll charge Debit Interest (see section 6) at the rate for your account. For a formal overdraft we charge interest at the rate we have agreed between us. For informal overdrafts, we charge interest at our Business Standard Debit Interest Rate (for sterling accounts) or our Currency Standard Debit Interest Rate (for international accounts). Please get in touch if you want to know the current rates. We'll charge interest at the applicable rate until there's a cleared credit balance on the account.

You'll have to pay the interest on top of overdraft charges and any other charges, costs, fees or expenses.

5.3 Paying us back

5.3.1 When we ask you to

Unless we've agreed something else in writing, we can reduce or remove your overdraft or demand that you immediately repay all the money you owe us at any time.

If we demand that you repay us, you may pay interest or fees and charges on the day we make the demand for repayment, even if that's not when you usually pay charges. You have to pay Debit Interest until you've fully repaid us. This will be at the same rates as before we demanded repayment.

5.3.2 Taking money from other accounts that are in credit

If any of your accounts with us are in credit (except for trust or client accounts), we may use money from them to cover money you owe on other accounts (including credit card or charge card accounts). We'll only do this with accounts in your name.

5.3.3 Other measures we may take

We may also:

- end any fixed deposit periods that apply to accounts you hold with us
- adjust the amount of Credit Interest we pay you
- convert the money in your account to sterling at our current exchange rate, without telling you first. We will not be liable to you for doing so.

These rights are in addition to any other rights of set off that may be available to us by law.

5.4 Who is responsible for the money you borrow

If you're a sole trader, you're personally responsible for any money your business borrows.

For partnerships, personal representatives or trusts, each partner, personal representative or trustee is jointly and individually responsible for money borrowed when they were in that position (even if they aren't a partner, personal representative or trustee any more). The only exception is if we've agreed something else in writing. We may demand repayment of money borrowed by an organisation from any or all of the account holders.

For companies, limited liability partnerships or other incorporated bodies and clubs, societies, associations, charities or other unincorporated bodies (except partnerships, personal representatives and trustees), individuals are not normally responsible for money that their organisation has borrowed unless they have given personal guarantees.

Contingent liabilities

A 'contingent liability' is money that you might owe us in the future, because of a legal obligation you have to us now.

For example

Let's say you ask us to give a guarantee in your favour to someone else. You agree that you'll repay us what we pay out under it if and when the guarantee is ever called in. That obligation to repay us is an example of a contingent liability.

We may take money from your account to meet any amount you come to owe us as a result of a contingent liability.

We may also take money from your account and hold it, to cover the potential cost of any contingent liabilities you have to us. (In the example above, we might only agree to give a guarantee in your favour if you agree to give us money to cover the amount we may need to pay out were the guarantee to be called in).

We'll work out how much we need to cover contingent liabilities in good faith, based on current market rates. We can hold money to pay for contingent liabilities without telling you in advance, if we have good reasons to think you might otherwise not be able to pay.

If we decide to do any of the above, we'll tell you what we've done, and when and why we did it.

If you've told us that the money in an account in your name isn't yours, we won't take money from it to repay money you owe us, or take or hold money for contingent liabilities.

6. Interest rates

If your account pays interest and you're in credit, we'll pay Credit Interest on your cleared balance at a set interest rate. If you're overdrawn, you'll pay Debit Interest on your cleared balance at a set interest rate. If you go overdrawn when we take Debit Interest (or any other charge) from your account, there'll be more interest to pay.

If your account is an international business account or it holds foreign currency, we'll pay Credit Interest at a set interest rate or a variable rate. Variable rates include published interest rates and our currency base rates. Before you open your account, we'll either agree the interest rates for your account with you or tell you what they are.

6.1 Changing our interest rates

If we have agreed a fixed interest rate for a period or a fixed margin for a period on your account with you, we won't change it during that period unless you agree first.

If you have a variable interest rate or margin on your account, we can change it at any time, as we explain below.

6.1.1 Accounts with rates based on published interest rates

If your interest rate is based on a publicly available interest rate (such as the Bank of England Base Rate or LIBOR), we'll pay the published rate plus or minus a set margin for your account. We'll change your account's interest rate within one Working Day after the published rate changes. We won't tell you in advance, but the new rate will appear on your next bank statement.

6.1.2 Accounts with variable interest rates

Small Business and Small Charity Customers

Favourable changes

Unless your account's Additional Conditions say otherwise, we'll make the change immediately and tell you about it:

either

- within 30 days (by Customer Notice)

or

- within three Working Days of the change, by announcing it in the National Press or on our Rates and Charges Notices in our branches or on our website.

Unfavourable changes

Unless your account's Additional Conditions say otherwise, we'll let you know by Customer Notice at least two months before we change your account's rate. If you accept the change, you don't have to do anything.

If you don't want to accept the change, you need to let us know before the change comes into effect. We'll close your account as soon as we hear from you, without any additional charge.

If we don't hear from you before the change comes into effect, we'll take that to mean that you accept the change.

Larger Corporate Business Customers and customers in the Channel Islands or the Isle of Man

We'll make changes to your interest rate immediately, whether the change is favourable to you or not. We'll tell you about it:

either

- within 30 days (by Customer Notice)

or

- within three Working Days of the change, by announcing it in the National Press or on our Rates and Charges Notices in our branches or on our website.

6.1.3 Changes to our currency base rates

Our currency base rates are variable interest rates that can change daily, so we won't tell you about changes to them in advance. If you'd like more details, please get in touch.

6.2 How we work out interest payments and charges

6.2.1 Sterling accounts

Interest you pay us or we pay you on sterling accounts will be calculated daily, based on the cleared balance on your account. We'll do this calculation for every day of the calendar year (365 days or 366 in leap years).

6.2.2 Foreign currency accounts

Interest you pay us or we pay you on most foreign currency accounts is also calculated daily, based on your cleared balance. By convention, it is quoted and calculated based on a 360-day year but we'll still work it out for every day of the calendar year (365 days or 366 in leap years).

If the Credit Interest rate for a currency goes below zero, we may charge you a negative interest rate.

6.3 Paying Interest

We'll pay or take interest from your account based on your Charging Period (usually monthly).

6.4 Tax

Credit Interest will be paid gross.

7. Our charges

Our Price List sets out our charges for your account and our services (but we may also agree individual prices with you which we'll give you separately).

You agree that we can deduct these charges from your account – either when we provide the service, or at the end of the Charging Period.

We've set out details of our charges in our Price List, but we may agree them individually with you.

We won't increase any of the prices in our Price List unless it's been at least 12 months since we last increased that price – unless you agree first.

7.1 Changing our charges

7.1.1 For payment services in our Price List

We may change or add to our charges for payment services set out in our Price List at any time, as long as we give you at least two months' notice by Customer Notice.

If you don't want to accept the new charges, you need to let us know before the change comes into effect. We'll close your account or stop the service as soon as we hear from you. There'll be no additional charge for this.

7.1.2 For other account services in our Price List

We may increase or add to our charges for other account services (which are not payment services) set out in our Price List by giving you at least 30 days' notice by Customer Notice.

If you don't want to accept the new charges, you have 30 days to close your account – just contact us. In this case you don't need to give any advance notice, even if notice is required by the Additional Conditions for your account.

If we make a change which means you'll end up paying less, we may make the change immediately, and then notify you:

- within 30 days by Customer Notice

or

- within three Working Days of the change by announcing it in the National Press or on our Rates and Charges Notices in our branches or on our website.

7.1.3 For overdraft charges

We may change our standard overdraft charges set out in our Price List by giving you at least 30 days' notice, by Customer Notice. Alternatively, we may agree individual overdraft charges with you which we'll confirm in writing.

7.1.4 For other services

We've listed the charges for some – but not all – of the other services we provide (which are not payment or account services) in the Price List. We may change the charges for these at any time or introduce new services and charges for them from time to time without giving you advance notice. We will tell you what the proposed new charge is for the current service or the charge for the new service before we provide them to you.

7.2 Summary of your account charges

If you get a summary of your account charges, you'll be given it at least fourteen days before they are deducted from your account at the end of each Charging Period. The summary will include any charges and Debit Interest you owe but not charges which are deducted at the time you make the transaction.

7.3 Charges for using other banks

If we need to use an agent, correspondent or intermediary bank to make a payment, you may have to pay their charges too (except for currency conversions carried out by intermediaries – see 'Payments between accounts in different currencies' on page 16).

7.4 Charges for our Services

If we're required to obey a regulation, law or order of any authority in respect of your account, any of your services or your Personal Payment Device, we may charge an administration fee for this. We'll never charge more than the maximum permitted by law.

8. Closing your account and stopping services

8.1 If you want to close your account

You can close your account by writing to tell us – unless you're switching to a new bank, in which case they can tell us to close it for you. We'll close your account as long as the closure instruction from your new bank has been signed by the authorised signatories on your Mandate.

8.2 If you want to cancel any of your Personal Payment Devices

You can cancel any of your Personal Payment Devices at any time, by writing to us.

8.3 If we want to close your account, stop any of your services or stop a Personal Payment Device

8.3.1 Two months' notice

We may close your account, stop any of your services or stop a Personal Payment Device by giving you at least two months' notice in writing.

8.3.2 Less than two months' notice

- We may close your account or stop any of your services or stop a Personal Payment Device with less than two months' notice if you opened your account online and we didn't receive specimen signatures from each of the authorised signatories on your Mandate within 60 days of your account opening.

8.3.3 Immediately or with less than two months' notice

We may close your account, stop any of your services or stop a Personal Payment Device immediately or with less than two months' notice if:

- you commit a serious breach of these Terms and Conditions or any Additional Conditions;
- you become Insolvent;
- we reasonably think that the account, service or Personal Payment Device might be being used for any illegal purposes, including money laundering or tax evasion;
- we reasonably think you've ever given us any false, fraudulent or inaccurate information;
- we've asked you for information or to do something so that we can comply with any of our legal obligations, including verifying your identity or so that we can report to any tax authorities, and you've not given us that information or done what we asked you to do within a reasonable time; or
- we reasonably think that maintaining your account or allowing you to carry on receiving services or using your Personal Payment Device might put us at risk of breaching a law or regulation or being censured by a regulator or government body.

8.4 Insolvency

If you become Insolvent, you agree that we may not act on any instructions from you or anyone else unless:

- you've previously obtained a validation order from the Court
- or*
- we've obtained permission from a third party (such as an appointed insolvency practitioner) to act on your instructions.

We may also ask you (and any other Cardholders) to:

- return or destroy any Debit Cards and cheque books we've given you
- set up a separate account (or accounts) in your name, for any incoming payments.

8.5 After your account is closed

After your account is closed, you shouldn't:

- write any more Cheques
- make any more payments
- use any Personal Payment Devices.

You should also cancel any recurring payments that you may have set up on your Debit Card.

You agree to repay any money you owe us – and also that we may deduct any interest or charges you owe us from your account, before we close it or stop your Personal Payment Device and pay what's left to you (in line with your instructions).

You also agree to repay us in full for any Cheques you issued and transactions you made, before your account was closed or your Personal Payment Device was stopped, and which we pay after your account closes or your Personal Payment Device stops (including any charges that go with them).

If you're in a partnership

If you're in a partnership, these Terms and Conditions and any Additional Conditions will remain in force until you give us notice that you're closing the account or stopping the relevant service – even if you change the name of the partnership, new partners join or current partners leave.

9. Our relationship with you

9.1 Your information

9.1.1 How we'll use your information

The 'Customer Information' Appendix explains how we may use the information we have about you. Please read it carefully.

9.1.2 If your contact details change

From time to time, we'll need to give you notice about something (if our prices or our Terms and Conditions change, for example). If you've chosen to receive electronic notice, including through BIB, we'll send notices and other account information to you in this way. To do that, we'll use the most recent contact details we have from you. You must make sure these details are accurate.

You must also tell us as soon as possible if any of the contact details we have for you, your Cardholders or your representatives change. That includes:

- email addresses
- phone numbers
- postal addresses.

If you don't let us know as soon as possible, your information could end up in the wrong hands – and you may not receive important messages and notices from us about your account.

You agree to be bound by any notices we send using the details you've given us, whether you receive them or not. It's up to you to make sure that other people don't read or use any information we send you without you knowing. We won't be liable if someone else is able to intercept, use or tamper with our notices to you because the details you've given us aren't correct or because something happens over which we have no control.

Cardholder Notice

If we send you a Cardholder Notice, you must let any relevant Cardholders know what it says.

9.2 Contacting you

The 'Customer Information' Appendix explains how we may share, analyse and access the information we have about you, across the whole of the HSBC Group, including the kind of transactions you're making.

As the 'Customer Information' Appendix says, we may contact you by phone, post, email, text message or any other means with information about products and services we think you might be interested in – from any member of the HSBC Group, or other organisations we choose.

If you don't want us to do that, please let us know.

9.3 General information

9.3.1 Keeping you informed

Statements and balances

Unless you have opted not to receive paper statements by agreeing to view your business account statements electronically, including through BIB, we'll send you paper statements:

- at least once every three months
or
- monthly (if you ask)
or
- as often as we've agreed in advance to send them to you.

You can return to paper statements at any time by changing your settings on BIB. If you want statements more frequently than once a month, we may charge you a fee. You can find this charge in our Price List.

You should check your statements carefully. If you see any mistakes or payments you don't recognise, you should tell us as soon as you can. If you don't tell us within 13 months of the problem, you may not be entitled to a refund.

For payments to your account from other banks, and Standing Order Payments or Direct Debit Payments from your account, we'll use a shortened reference on your statement. If you'd like the full reference to appear instead, ask us in any branch or through BTB.

Charges

We normally send summaries of your account charges instead of an itemised list. These summaries include the total amount for each type of charge, the amount for each item and the number of items. If you'd like an itemised list instead, please ask us. If you're a Larger Corporate Business Customer or have an account in the Channel Islands or the Isle of Man, we may charge you for an itemised list.

9.3.2 Preventing fraud

Our checks

To prevent fraud, we do certain checks on payments in and out of your account. If we find something suspicious, we may contact you or a Cardholder by post, phone, email, text message or, if you are registered on BIB, secure e-message.

If we leave a message asking for you to call back, please get in touch as soon as you can. If we don't hear from you about a suspicious Debit Card Payment and there isn't any other suspicious activity on the account, we'll assume that you made the payment and we'll process it normally. This won't prevent you from disputing the payment later on.

Paying online

If you or a Cardholder places an order on the internet, you or the Cardholder may be asked to register for the Verified by Visa service, which is a secure way to make payments online. If you don't use it, your payment may not go through.

Using Cheques securely

When writing a Cheque you should prevent anyone from altering it or forging it, by writing in black ink, not leaving gaps and never signing it before you use it.

If you're going to post a Cheque, you should write the name of the payee and put extra information about them on the front of the Cheque (eg, 'HM Revenue & Customs, account J Jones' or 'AAA Bank, account J Jones').

If you need to alter a Cheque, you should sign your alterations.

If you're worried about security

If you're worried about security, perhaps because your Debit Card was lost or stolen, or if you think someone might know your PIN, you should call us as soon as you can. You must do what you reasonably can to make sure all Cardholders keep to our Cardholder Terms, particularly those relating to using and looking after Personal Payment Devices and personal details.

We'll ask you and the Cardholder to cooperate with us and the police when investigating actual or suspected misuse of your Debit Card.

9.3.3 Responsibilities

What we're liable for

We're liable if you lose Credit Interest or are charged Debit Interest because we fail to process your payments or process them incorrectly.

We're also liable if you lose money because of a fault with our Self-Service Machines, unless there's a message on the screen or on the machine itself. If there is a message, you or the Cardholder shouldn't use the machine and we won't be liable if you or the Cardholder lose money if you do use it.

What we're not liable for

We won't be liable to you or a third party (including Cardholders) if you suffer a loss because of unforeseeable circumstances beyond our reasonable control, the consequences of which were unavoidable. This could include (but isn't limited to):

- problems at other banks
- government shutdowns
- strikes
- malfunctions
- power shortages.

We also won't be liable to you or a third party (including Cardholders) for loss you suffer if we, or any of our agents or correspondent banks, are unable to provide you with our normal services because we have to obey regulations or laws.

We won't be liable to you or a Cardholder if a retailer, supplier or other third party refuses to accept a Debit Card or if it can't be used for any reason at a cash machine operated by another financial institution.

Neither we nor any other members of the HSBC Group will be responsible if you or any third parties suffer loss as a result of the steps we take to prevent fraud, nor for assuming that a payment has been authorised by you if you don't get in touch when we ask you to.

We won't be liable to you (in contract, civil law or otherwise) for any indirect or consequential loss or damage whatsoever, whether or not we could have foreseen it. This includes, (but isn't limited to):

- loss of business
- loss of data
- indirect loss of profits
- any third party claims.

If you're a Larger Corporate Business Customer

In addition, we won't be liable to you (in contract, civil law or otherwise) for any direct loss of profits.

What you're liable for

You may be liable if you, or any Cardholder, haven't:

- kept your Personal Payment Devices and other security details safe
- prevented anyone from using or altering your Cheques
- told us if you think there is a security problem.

Our responsibilities to the authorities

We may take certain actions in respect of your account, services or Personal Payment Device in order to obey regulations, laws or orders of relevant authorities. For example, we may have to close your account, stop any of your services, stop paying interest or transfer credit balances to the relevant authority. We explain our charges for this in the 'Our charges' section

9.3.4 Changing arrangements

Changing your account type If we stop offering the type of account you have, we can transfer you to another type of business account we believe would be appropriate for you, as long as we give you at least two months' notice by Individual Customer Notice. If you don't want us to transfer you, let us know before it's due to happen and we'll close your existing account. There'll be no additional charge for this.

Changing our banking service

We may change our banking hours, practices, number of branches and Self-Service Machines, and similar details at our discretion. If we're planning changes, we'll let you know with notices in our branches, in the National Press, or we'll contact you directly by Customer Notice. Any changes will apply from the date on the notice.

If we're planning to close or move your branch, we'll give you at least 12 weeks' warning. We'll tell you how we'll continue offering you banking services, which may be through another of our branches or an agency bank. If it's through an agency bank, you should contact us to find out more.

Transferring rights

We can transfer any of our rights and obligations relating to your account or your Personal Payment Device(s) in these Terms and Conditions or the Additional Conditions to a person or entity that we think is capable of carrying them out. If we do, all references to us will become references to the person or entity we've transferred the rights and obligations to. Neither you nor any Cardholder may transfer any of your rights or obligations relating to your account or your Personal Payment Device(s) to anyone else.

10. Regulation

10.1 Regulations that don't apply to Larger Corporate Business Customers

If you're a Larger Corporate Business Customer the following parts of the Payment Services Regulations 2009 won't apply to you:

- Regulation 40 in relation to the information set out at paragraph 3 of schedule 4 of the Regulations. This covers how and when we tell you about charges, interest and exchange rates.
- Regulation 42(1) in relation to changes in our interest rates and charges. This covers how much notice we have to give you before we change them.
- Regulation 48. This covers our costs for making itemised charges available if you ask us to – see the 'Charges' section above.
- Regulation 49. This covers the currency we use to make payments and information about charges and exchange rates to be given to the payer before a currency conversion takes place.
- Regulation 60. This covers responsibility for proving that payments were properly authenticated and authorised.
- Regulation 62. This relates to liability for unauthorised payments.
- Regulation 63. This relates to refunds for payments initiated through a payee.
- Regulation 64. This relates to requests for refunds initiated through a payee.
- Regulations 75 and 77. These cover liability for interest and charges relating to non-execution or defective execution of payments.

You agree to tell us if you are, or as soon as you become or cease to be, a Small Business Customer or a Small Charity Customer.

10.2 Restrictions on Bearer Shares

If you're a company, you confirm, and confirm on behalf of any shareholders and associated companies who hold or are entitled to 10% or more of your share capital (whether legally or beneficially, directly or indirectly), that:

- neither you nor they have issued any Bearer Shares,
- you'll tell us immediately if you or they issue Bearer Shares or convert existing shares to Bearer Shares in the future, in which case you will comply with our requirements on Bearer Shares, and
- the issuance of, or conversion of shares to, Bearer Shares and any failure to comply with this section would be a serious breach of these Terms and Conditions and you acknowledge that it may result in us ending every aspect of our relationship with you.

10.3 Law and jurisdictions

These Terms and Conditions and the Additional Conditions (together here 'Our Terms') are governed by:

- English law (for accounts held everywhere in the UK except Scotland)
- or*
- Scots law (for accounts held in Scotland).

You and we agree that if there is a claim, dispute, difference, or similar matter (including non-contractual claims, disputes, differences and similar matters) arising out of Our Terms, it will be dealt with by the non-exclusive jurisdiction of the Courts of England and Wales, or of Scotland (if your account is held there).

If any part of Our Terms becomes illegal, invalid or unenforceable in any respect under the law of a particular jurisdiction, that won't affect or impair the legality, validity or enforceability of it in any other jurisdiction, or the rest of Our Terms in that jurisdiction.

10.3.1 Language and time

Our Terms and communications will be in English. All times we quote refer to the time in London, UK.

Unclaimed money

We're part of the unclaimed assets scheme established under the Dormant Bank and Building Society Accounts Act 2008. This scheme uses money from accounts that are not being used to fund social and environmental projects.

This scheme doesn't apply to international business accounts, foreign currency accounts, currency client accounts or business money market accounts.

If you have a dormant business account (including closed accounts) and we haven't been able to repay the money in it to you, we may transfer the money to our unclaimed balances account. We'll only do this if your account has been dormant for at least 12 months. If we transfer your money, you can reclaim it by contacting us.

If there has been no contact with you about that money for at least 15 years, we may transfer your money to the Unclaimed Assets Scheme at Reclaim Fund Limited (the 'Fund'). This is a not-for-profit fund, which is authorised and regulated by the Financial Conduct Authority. We'll tell you at least 30 days before we transfer any of your money.

If we transfer your money to the Fund, we'll close your account (unless we've already closed it). You can still claim your money after we've transferred it. You should contact us, not the Fund, to claim your money.

The Fund is part of the Financial Services Compensation Scheme. If we transfer your money to the Fund you can still be compensated by the Scheme as normal.

11. Glossary

Wherever we've capitalised these words in these Terms and Conditions, this is what we mean.

Additional Conditions

Any extra terms and conditions (on top of these Terms and Conditions) that come with our accounts and services.

Application Form

Whatever form or document you use to apply for your accounts or services from us (application form, registration form, or equivalent) – and to agree to our Terms and Conditions and Additional Conditions.

ATM

Any automatic teller machine where you can withdraw cash (whether it's run by HSBC or anyone else).

Bearer Shares

Shares that are owned by whoever has the physical share certificate, warrant or similar document.

BIB (Business Internet Banking)

Our online banking service in the UK, Channel Islands and Isle of Man.

BIC

Each bank has its own unique BIC. It stands for Bank Identifier Code.

Bill Payment

A sterling payment from your account directly to another person or organisation in the UK, Channel Islands and the Isle of Man.

BTB (Business Telephone Banking)

Our telephone banking service in the UK, Channel Islands and the Isle of Man.

Business Pay In

Paying cash or Cheques into your account using a Business Pay In packet (either over the counter or at a Business Pay In machine).

Business Standard Debit Interest Rate

The standard debit interest rate for overdrafts above an agreed overdraft limit (which you can get by visiting any HSBC branch, looking on our website or asking us).

Cardholder

Anyone we issue a Debit Card to.

Cardholder Notice

A notice that we send to the person named on the Debit Card Cardholder Application Form – but not the other Cardholders on the account – by post, email, secure e-message, on their statement, or in any way that allows us to address it to them personally.

Cardholder Terms

Additional Conditions for Cardholders (on top of the parts of these Terms and Conditions which talk about Debit Cards, Debit Card Payments and Cardholders).

Central Clearing Cycle

The time it takes for money to go in or come out of your account after it's been paid – normally three Working Days in our case. It may be longer for other banks. This applies to sterling cash and Cheques and euro Cheques from UK banks that are paid into branches of UK banks in the UK, the Channel Islands and Isle of Man.

CHAPS/CHAPS Payment

A way of sending a sterling payment to another account in the UK, the Channel Islands and Isle of Man. It stands for Clearing House Automated Payment System.

Charging Period

At the end of every Charging Period, we'll add up your account charges. It's usually a month, but you can ask for it to be longer. Your first Charging Period will start on the same day you open your account.

Cheque

A cheque in any currency (unless we've specified one).

Collect/Collection of a Foreign Cheque

We either:

- send it straight to the bank that it came from, for payment
- or*
- put it through the appropriate clearance system in the country it came from.

Credit Interest

The interest rate we pay you for any money you have in your account (unless the interest rate for the relevant currency is 0% when we would not pay you anything or if the interest rate for the relevant currency is below 0%, in which case you may have to pay us).

Currency Account Transfer

A one-off or regular payment between:

- international business, foreign currency or currency client accounts (and for sole traders only, international personal accounts)
- or*
- an international business, foreign currency or currency client account and a sterling business current account, business savings account, clients deposit account or client money manager account,

in the same name (or with the same signatory, if the payment is made by Business Internet Banking, Business Telephone Banking, in branch or by post – including automatic transfers between accounts in the same name and currency).

Currency Standard Debit Interest Rate

Our standard currency base rates for different currencies are variable interest rates which can change from day to day. Ask us for our current Currency Standard Debit Interest Rate.

Customer Notice

A notice that we send to every business customer – by post, email or secure e-message, on their statement or in any other way that allows us to address it to them personally.

Cut-Off Time

If you want us to process a payment on the same day or Working Day, depending on the type of payment, you need to let us know before the Cut-Off Time. If we receive your instructions after the Cut-Off Time, we'll process it the next Working Day. There are different Cut-Off Times for different kinds of payments – see our 'Business Banking Made Easy' brochure for more details.

Debit Card

A card (currently VISA) that we give you or any Cardholder to make payments or withdraw money from your business current account (or from your business money manager account, if it used to be a sterling business account. You won't be able to do this after your current Debit Card expires).

Debit Card Payment

A payment made using your Debit Card.

Debit Interest

The interest that you pay to us on your borrowings.

Direct Debit Payment

A regular payment (in pounds sterling) from your sterling account to another account in the UK, the Channel Islands or the Isle of Man which you've authorised us to make to a business or other organisation when they ask for it.

EEA (European Economic Area)

All of the countries in the European Union, plus Iceland, Norway and Liechtenstein.

Express Bank Machine

A machine which lets you do some of the day-to-day banking you can't do at a normal ATM (like paying in Cheques, for example).

Foreign Cheques

Cheques or other forms of foreign payment that are either:

- in a foreign currency (not euro) – whether the bank is in the UK or not
- or*
- in sterling or euro, but from an overseas bank.

HSBC Group

HSBC Holdings plc and any of its affiliates, subsidiaries, associated entities and any of their branches and offices.

IBAN (International Bank Account Number)

Every bank account has its own unique International Bank Account Number, for international payments.

Individual Customer Notice

A notice we send to one or more individual business customers – by post, email, secure e-message, on their statement or in any other way that allows us to address it to them personally.

Insolvency/Insolvent

This happens when:

- a court makes a bankruptcy order
or
 - anyone, including a company, presents a winding up petition or a petition for a bankruptcy order, and that petition isn't withdrawn or dismissed within 30 days
or
 - when a court makes a winding-up order
or
 - a body (for example a company) passes a winding-up resolution
or
 - someone (for example an individual or a company) appoints an administrator or receiver
or
 - a court issues an order for an insolvent reorganisation (by voluntary arrangement, scheme of arrangement or otherwise)
- or the equivalent of any of the above happens, in any jurisdiction.

Internal Transfer

A one-off or regular sterling payment between any two accounts you have with us, in the same name, in the UK, the Channel Islands or the Isle of Man.

In the National Press

Published in three national newspapers (usually the Daily Mirror, Daily Mail and Daily Telegraph).

Larger Corporate Business Customer

Any business customer whose accounts are held with us in the UK, which isn't a Small Business Customer or a Small Charity Customer – previously called a 'corporate business'.

Mandate

A document (paper or electronic) telling us who is authorised to instruct us to do different things on your account (like make payments, for example). The specimen signatures that you give us for each of your authorised signatories are part of the mandate – whether they appear on the same document, or our other records.

Maximum Processing Time

The maximum time it will take for a payment to reach the recipient's bank – starting on the same day or Working Day, depending on what type of payment it is (see our 'Business Banking Made Easy' brochure for more details).

Negotiate/Negotiation of a Foreign Cheque

We'll credit your account straightaway, without waiting for the Foreign Cheque to be paid.

Personal Payment Device

Anything which is personal to you (or someone acting for you as an authorised user) or in the case of a Debit Card, to the Cardholder, enabling you or them to authorise a payment – from physical objects like a Debit Card or smartphone to a set of procedures like your PIN, passwords, security codes or ID or a combination of both.

PIN (Personal Identification Number)

A number for a Personal Payment Device (like your Debit Card).

Price List

Our Business Banking Price List, together with any letter or other document we give you that sets out how much we'll charge you for our services in the UK, the Channel Islands and Isle of Man.

Priority Payment/International Payment/SWIFT Payment

An international payment from your account (other than a Worldpay Payment or a SEPA Credit Transfer, under the SEPA Credit Transfer Scheme Rulebook) in any freely traded currency. A Priority Payment can also be made within the UK.

Self-Service Machine

Any machine that lets you withdraw cash or do day-to-day banking with your Debit Card – including ATMs, Express Bank Machines, Business Pay In machines and our foreign currency machines.

SEPA (Single Euro Payments Area)

An EU initiative to make it simpler and faster to make euro payments across the EU.

SEPA Core Direct Debit Payment

A regular euro payment which you've authorised us to make from an international business or a foreign currency euro current account to an account in a SEPA country (except any payments made under the SEPA Business to Business Direct Debit Scheme).

SEPA Credit Transfer

A euro payment from your account to an account in an EEA country and other eligible countries (for a full list of countries, just ask us). If your account isn't in euro, we'll convert the payment into euro at the current HSBC exchange rate at the time.

Small Business Customer

A business customer whose accounts are held with us in the UK and whose annual turnover is less than £2million (or if it's part of a Group, whose Group annual turnover is less than £2million) – previously called a 'micro-enterprise'.

Small Charity Customer

A UK registered charity whose annual income is less than £1million – previously called a 'small charity'.

Special Payments

Are:

- CHAPS Payments
- Worldpay Payments
- Priority Payments
- SEPA Credit Transfers
- Currency Account Transfers.

Special Presentation

Where we send a Sterling Cheque by post to the bank it came from, for payment – and they let us know as soon as they receive it whether they'll pay it or not.

Standard Payments

Are:

- Bill Payments
- Standing Order Payments
- Internal Transfers
- SEPA Core Direct Debit Payments
- Direct Debit Payments
- Debit Card Payments.

Standing Order Payment

A regular payment from your account to another account, for a set amount on a set date.

Sterling Cheque

A Cheque in British pounds from a UK bank.

Worldpay Payment

A payment from your account to certain countries in their local currency (which doesn't qualify as a SEPA Credit Transfer, under the SEPA Credit Transfer Scheme Rulebook). For more details, just ask us.

Working Day

Monday to Friday (except public holidays).

Appendices

A1. Additional Conditions

These accounts and services come with their own Additional Conditions:

Business Internet Banking

Business Telephone Banking

Business Debit Card Cardholder Terms

Business Banking Deposit Accounts

(Business Money Manager Account and Community Savings Account; International Fixed Term Deposit Account)

Business High Interest Deposit Bond

Business Money Market Account

Business Deposit Account

Business Reward Account

Clients Deposit and Currency Client Account

Client Money Manager

Business Text Message Banking

A2. Customer Information

Definitions

Capitalised terms used in this Appendix shall have the following meanings:

'Authorities' includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any of their agents with jurisdiction over any part of the HSBC Group.

'Compliance Obligations' means obligations of the HSBC Group to comply with: (a) Laws or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring us to verify the identity of our customers.

'Connected Person' means a natural person or legal entity (other than you) whose information (including Personal Data or Tax Information) you provide, or which is provided on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A **Connected Person** may include, but is not limited to, any guarantor, a director or officer of a company, partners or members of a partnership, any Substantial Owner, Controlling Person, or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, your representative, agent or nominee, or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group.

'Controlling Persons' means individuals who exercise control over an entity. For a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control.

'Customer Information' means any Personal Data, confidential information, and/or Tax Information relating to you or a Connected Person.

'Financial Crime' means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or violate any Laws relating to these matters.

'Laws' include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to us or a member of the HSBC Group.

'Personal Data' means any information relating to an individual from which they can be identified.

'Services' includes (a) the opening, maintaining and closing of your bank accounts, (b) providing you with credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (c) maintaining our overall relationship with you, including marketing services or products to you, market research, insurance, audit and administrative purposes.

'Substantial Owners' means any individuals entitled to more than 10% of the profits of or with an interest in more than 10% of an entity either directly or indirectly.

'Tax Authorities' means UK or foreign tax, revenue or monetary authorities (for example, HMRC).

'Tax Information' means documentation or information about your tax status and the tax status of any owner, Controlling Person, Substantial Owner or beneficial owner.

Reference to the singular includes the plural (and vice versa).

1. Collection, processing and sharing of Customer Information

This Appendix explains how we will use Customer Information. By using the Services, you agree that we and other members of the HSBC Group may use Customer Information in accordance with this Appendix.

Customer Information will not be disclosed to anyone, other than where:

- we are legally required to disclose
 - we have a public duty to disclose
 - our, or a third party's, legitimate business purposes require disclosure
 - the disclosure is made with your consent
- or*
- it is disclosed as set out in this Appendix.

Collection

1.1. We and other members of the HSBC Group may collect, use and share Customer Information (including information about you, your transactions, your use of our products and services, and your relationships with the HSBC Group). Customer Information may be requested by us, by any member of the HSBC Group, or by a third party on behalf of us or any member of the HSBC Group, and may be collected from you directly, from a person acting on your behalf, or from other sources (including from publicly available information), and it may be combined with other information available to us or any member of the HSBC Group.

Processing

1.2. We will process, transfer and disclose Customer Information in connection with the following purposes (the 'Purposes'):

- (a) the provision of Services and to approve, manage, administer or effect any transactions that you request or authorise
- (b) meeting Compliance Obligations
- (c) conducting Financial Crime Risk Management Activity set out in paragraph 3 below
- (d) collecting any amounts due and outstanding from you
- (e) conducting credit checks and obtaining or providing credit references
- (f) enforcing or defending our rights, or those of a member of the HSBC Group
- (g) our internal operational requirements or those of any member of the HSBC Group (including credit and risk management, system or product development and planning, insurance, audit and administrative purposes)
- (h) maintaining our overall relationship with you (including, if you agree, marketing or promoting financial services or related products, and market research)

and

- (i) verifying your identity.

Sharing

1.3. By using the Services, you agree that we may, as necessary and appropriate for the Purposes, transfer and disclose any Customer Information to the following recipients globally (who may also process, transfer and disclose such Customer Information for the Purposes):

- (a) any member of the HSBC Group
- (b) any sub-contractors, agents or service providers of the HSBC Group (including their employees, directors and officers)
- (c) any Authorities, in response to their requests, or where you have provided us with false or inaccurate information and Financial Crime is detected
- (d) persons acting on your behalf, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which you have an interest in securities (where such securities are held by us for you)
- (e) any party to a transaction acquiring interest in, or assuming risk in, or in connection with, the Services

- (f) other financial institutions, fraud prevention organisations, trade associations, credit reference agencies or credit bureaux, and debt recovery agents
- (g) any third party fund manager who provides asset management services to you
- (h) any introducing broker to whom we provide introductions or referrals
- (i) any third party in connection with a transfer, disposal, merger or acquisition of business by us or any member of the HSBC Group
- (j) a card processing supplier where you require card services

and

(k) selected third parties for marketing purposes, where you have consented to marketing, wherever located, including in jurisdictions which do not have data protection laws providing the same level of protection as the jurisdiction in which the Services are supplied. Whether it is processed in a home jurisdiction or overseas, in accordance with data protection legislation, Customer Information will be protected by a strict code of secrecy and security to which all members of the HSBC Group, their staff and third parties to whom Customer Information is disclosed are subject.

If you appear to be tax resident in a different jurisdiction to where your account is held, then regulations on international tax transparency may require us to report information about you and certain Connected Persons to the Tax Authority where your account is held (such as HM Revenue & Customs for UK accounts). Under international agreements to exchange account information, that Tax Authority may transfer this information to the Tax Authorities of other jurisdictions in which you or a Connected Person may be tax resident.

Your obligations

- 1.4 You agree to inform us promptly, and in any event within 30 days, in writing if you become aware of any changes to Customer Information supplied to us or a member of the HSBC Group from time to time, and to respond promptly to any request from us or a member of the HSBC Group.
- 1.5 You must ensure that every Connected Person whose information (including Personal Data or Tax Information) you (or anyone else on your behalf) provided, or will from time to time provide, to us or a member of the HSBC Group has been notified of and agreed to the processing, disclosure and transfer of their information as set out in these Terms and Conditions before their information is provided. You must at the same time advise individuals that they have rights of access to, and correction of, their Personal Data.
- 1.6 Where:
- you fail to provide promptly Customer Information that we reasonably request
 - or*
 - you withhold or withdraw any consents that we may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and services to you)
 - or*
 - we have, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,
- we may:
- (a) be unable to provide new, or continue to provide all or part of any, Services to you and we reserve the right to terminate our relationship with you
 - (b) take actions necessary for us or a member of the HSBC Group to meet the Compliance Obligations
- and/or*
- (c) block, transfer or close your account(s) where permitted under local Laws.

In addition, if you fail to supply promptly your, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then we may make our own judgment with respect to your status, including whether you are reportable to a Tax Authority, and we or other persons may withhold amounts where legally required by any Tax Authority and pay such amounts to the appropriate Tax Authority.

2. Accessing your information

Individuals can make a written request for a copy of the Personal Data we hold about them. The current fee is £10 per request from each individual.

3. Financial Crime Risk Management Activity

3.1 We, and members of the HSBC Group, are required, and may take any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime ('Financial Crime Risk Management Activity').

Such action may include, but is not limited to: (a) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by you, or on your behalf, (b) investigating the source of or intended recipient of funds, (c) combining Customer Information with other related information in the possession of any member of the HSBC Group, and/or (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming their identity and status.

3.2 Exceptionally, our Financial Crime Risk Management Activity may lead to us delaying, blocking or refusing the making or clearing of any payment, the processing of your instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither we nor any other member of the HSBC Group shall be liable to you or any third party in respect of any loss (however it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

4. Tax compliance

You acknowledge that you are solely responsible for understanding and complying with your tax obligations (including but not limited to, tax payment and filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) and/or Services provided by us and/or members of the HSBC Group and confirm that you will make all required reports to applicable Tax Authorities regarding the assets deposited in any accounts and any income earned from the account(s) and/or Services. You confirm that each Connected Person (acting in their capacity as a Connected Person and not in their personal capacity) also makes the same acknowledgement in their own regard. Certain countries may have tax legislation with extra-territorial effect regardless of your or any Connected Person's place of domicile, residence, citizenship or incorporation. Neither we nor any member of the HSBC Group provide tax advice. You are advised to seek independent legal and/or tax advice. Neither we nor any member of the HSBC Group have responsibility in respect of your tax obligations in any jurisdiction in which they may arise including any that may relate specifically to the opening and use of account(s) and/or Services provided by us and/or members of the HSBC Group.

5. Credit reference and fraud prevention

5.1 If you apply for a current account or credit, we may use details of your credit history to assess your ability to meet your financial commitments. The credit reference agencies will record details which will form part of your credit history whether or not you proceed with your application. If you make several applications within a short period of time this may temporarily affect your ability to obtain credit. We may share details of how you manage any current accounts or borrowing from us with credit reference agencies.

5.2 If we make demand for repayment following default and you fail to repay the full amount due or to make and keep to acceptable proposals for repayment within 28 days we may (in the absence of any genuine dispute about the amount owed) register the default with the credit reference agencies. This may affect your ability to obtain further credit.

5.3 Further details on credit scoring and explaining how information held by credit reference agencies and fraud prevention agencies may be used is set out in a leaflet entitled "Credit Scoring, Credit Reference and Fraud Prevention Agencies" available on our website hsbc.co.uk or by contacting us.

6. Website and email personalisation

When you use a computer or other device to access websites operated by or on behalf of the HSBC Group and associated third parties, information may be stored and accessed on that device:

- to improve your experience;
- to improve the functionality, security and performance of those websites;
- to provide you with promotional content; and/or
- to provide us with information about how those websites are used and how users arrive at those websites.

In the event that you receive emails sent by or on behalf of the HSBC Group, such emails may contain technologies to track for market research purposes whether you opened those emails and whether you accessed internet links contained within those emails. You agree to information being stored, accessed and used in this way.

Members of the HSBC Group may also exchange, analyse and use relevant information about you in the ways described above to ensure that promotional content displayed to you on screen when you use HSBC Group websites is more likely to be relevant and of interest. Further information is available on our cookie policy, and site terms and privacy statement at our website hsbc.co.uk.

7. Further information and marketing

- 7.1 To ensure that we carry out your instructions accurately, to help us to improve our service and in the interests of security, we may monitor and/or record your communications with us including telephone calls and conversations we have with you in our branches. In the interests of security and for preventing and investigating crime we may use closed-circuit television in and around our premises for the monitoring and collection of sound and/or visual images. Any recordings remain our sole property.
- 7.2 We may make and retain copies of passports, driving licences or other identification evidence that you provide.
- 7.3 We will obtain your written consent before providing a banker's reference about you, however, if we receive a request from another financial services institution we will provide information required to verify your identity for money laundering prevention purposes.
- 7.4 If you change your mind at any time about receiving marketing information via post, telephone, email or any other method, or about participating in market research, then please let us know.

8. Miscellaneous

In the event of any conflict or inconsistency between any of the provisions of this Appendix and those in the remainder of the Terms and Conditions or in any other terms and conditions, service, product, business relationship, account or agreement between you and us, the provisions of this Appendix shall prevail. Any consents, authorisations or waivers requested by us or any member of the HSBC Group, and permissions that already exist from you in relation to Customer Information shall continue to apply in full force and effect, to the extent permissible by applicable local law.

A3. Channel Islands and Isle of Man Conditions

If your account is held in the Channel Islands or the Isle of Man you should note that the following sections in the Terms and Conditions apply as set out below:

To contact us

Write to us at HSBC Bank plc, Customer Information:

PO Box 14, St Helier, Jersey JE4 8NJ

20-22 High Street, St Peter Port, Guernsey GY1 2LB

PO Box 20, HSBC House, Ridgeway Street, Douglas, Isle of Man IM99 1AU

Section 3.3.3 Returned Cheques

This section doesn't apply to Sterling Cheques paid in at or drawn on branches in the Channel Islands or the Isle of Man. The amount of those Sterling Cheques could be deducted from your account later than six Working Days after they have been paid into your account. We may, therefore, require you to wait until we are certain that the Cheque has been paid before you can withdraw against it.

Section 5.4 – Who is responsible for the money you borrow

This section doesn't apply to trustees in Guernsey who don't incur personal liability where the trustee has informed a third party that he is acting as a trustee or the third party is otherwise aware of that fact.

Section 8.4 – Insolvency

Local legislation and banking practices will apply to your account instead of the provisions of this section.

Section 9.3.3 – Responsibilities

In this section the sub-heading:

'If you're a Larger Corporate Business Customer'

is replaced by the sub-heading:

'If you're a Larger Corporate Business Customer or hold your accounts with us in the Channel Islands or the Isle of Man'

Section 10 – Regulation

The provisions regarding 'Unclaimed money' don't apply.

Section 10.3 – Law and jurisdictions

This section doesn't apply and is replaced by the following:

'These Terms and Conditions and the Additional Conditions (together here 'Our Terms'), are governed by:

- the local laws of the relevant island for accounts held in Jersey, Guernsey and the Isle of Man
- the laws of Guernsey for accounts held in Alderney and Sark.

You and we agree that if there is a claim, dispute, difference, or similar matter (including non-contractual claims, disputes differences and similar matters) arising out of Our Terms, it will be dealt with by the non-exclusive jurisdiction of the courts for the relevant islands referred to above (if your account is held there).

If any part of Our Terms becomes illegal, invalid or unenforceable in any respect under the law of a particular jurisdiction, that won't affect or impair the legality, validity or enforceability of it in any other jurisdiction, or the rest of Our Terms in that jurisdiction.'

Bank of England's powers if we enter resolution

1. The contractual recognition provision set out in paragraph 5 (the "recognition requirement") doesn't apply to you if you're any of the following:

- a sole trader;
- a micro, small or medium-sized enterprise;
- a deposit holder who has placed the deposit on behalf of an ultimate beneficial owner who is a sole trader, micro, small or medium sized enterprise; unless you also fall into the categories listed in paragraph 3.

A micro, small or medium-sized enterprise is an entity that, at the time the provision is being relied on, has fewer than 250 employees and meets one or both of the following criteria:

- its annual turnover is no more than 50 million euros or;
- its annual balance sheet total is no more than 43 million euros.

2. Note that certain of our liabilities are completely excluded from the recognition requirement. We set these out in paragraph 8.

3. You'll fall within this paragraph, and be covered by the recognition requirement, if:

- you're not a sole trader or a micro, small or medium-sized enterprise; or
- you're a financial institution (which in this paragraph includes an investment firm, insurance or reinsurance business, collective investment scheme, or a retirement or pension fund); or
- you're a public authority; or
- any deposit into your account arose out of a transaction in connection with which someone has been convicted of a money laundering offence; or
- you or your beneficial owner(s) have not had your or their identity verified by us.

4. The recognition requirement doesn't automatically apply to liabilities which arise before 1 January 2016. It applies to 'new liabilities' incurred after that date or to contracts whose terms are materially amended after that date. With respect to deposits held in your account(s) arising before 1 January 2016, new activity on such account(s) from that date will trigger the recognition requirement and will apply to your entire deposit. Further, any material amendment to the terms of a contract will also trigger the recognition requirement with respect to all liabilities under that contract.

5. If the recognition requirement in this paragraph 5 applies to you, then you acknowledge and accept that the Bank of England has certain legal powers under the UK Banking Act 2009 that it can use over liabilities governed by these Terms and Conditions if we become insolvent or are likely to become insolvent. If that happens, the Bank of England can do one or more of the following:

- reduce the value of our liabilities to you (which mainly means the money in your accounts (this potentially includes, in extreme circumstances, reducing them to zero));
- convert the value of our liabilities to you, in full or in part, into other instruments, such as shares in us or another company; or
- amend your Terms and Conditions in any way they decide.

6. These powers are intended to allow the Bank of England to rescue a bank if it is or likely to become insolvent, and are known as “special bail-in powers.” To be clear, if you’re subject to these special bail-in powers, you don’t lose any protection you may have under any depositor protection scheme which may apply to your accounts in the jurisdiction in which they are held. More information on this is given in the “Important information” section.

7. You acknowledge and accept that the Bank of England’s special bail-in powers will be legally binding on you if they are exercised.

8. The liabilities completely excluded from the recognition requirement include:

a. deposits covered by European Economic Area (EEA) deposit guarantee schemes;

b. liabilities so far as they are secured;

c. liabilities that arise by virtue of HSBC holding client assets;

d. a liability that arises by virtue of a relationship with a fiduciary where the underlying beneficiary is protected under applicable insolvency law ;

e. liabilities to certain banks and certain investment firms (excluding entities that are part of our group) with an original maturity of less than seven days;

f. liabilities with a remaining maturity of less than seven days, owed to EEA financial market infrastructure or their participants and arising from the participation in such a system;

g. liabilities to any one of the following:

i. employees in respect of fixed and not variable remuneration;

ii. commercial or trade creditors arising from the provision to us of goods and services that are critical to our daily functioning;

iii. tax and social security authorities;

iv. EEA deposit guarantee schemes.

9. This provision takes precedence over any other agreement, arrangement or understanding we may have with you.’

Important information

This section explains some of your rights relating to your accounts and our services. It isn't part of the Terms and Conditions.

Closing your account

You can close your account by contacting us within 14 days after you open it or receive the contractual terms (if that happens later). This doesn't apply if you have a fixed-rate account or if the rate applying to your account is linked to movements in the financial market.

If you close your account within the fourteen day limit, we'll refund any account fees you've paid, but if you close your account after that, we won't refund you.

Important information about compensation arrangements

If you're in the UK

In the UK we are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors are covered by the scheme.

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

HSBC and First Direct are both trading names of HSBC Bank plc and customers who hold deposits under both trading names will only be eligible for one claim of up to the current FSCS deposit limit in total.

For further information about the scheme (including the current limits, amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website www.fscs.org.uk or call the FSCS on 020 7741 4100 or 0800 678 1100. Please note only compensation related queries should be directed to the FSCS.

If you're in the Channel Islands or the Isle of Man

In the Channel Islands and the Isle of Man, money in bank accounts isn't protected by the UK Financial Services Compensation Scheme (FSCS).

In Jersey, we're a participant in the Jersey Bank Depositors Compensation Scheme. The Scheme offers protection for eligible deposits of up to £50,000. The maximum total amount of compensation is capped at £100,000,000 in any five-year period. Full details of the scheme and the banking groups covered are available on the States of Jersey website: <http://www.gov.je/dcs> or on request.

HSBC Bank plc, Guernsey branch is a participant in the Guernsey Banking Deposit Compensation Scheme. The Scheme offers protection for 'qualifying deposits' of up to £50,000 subject to certain limitations. The maximum total amount of compensation is capped at £100,000,000 in any five-year period. Full details are available on the Scheme's website www.dcs.gg or on request.

On the Isle of Man, we're part of the Isle of Man Depositors Compensation Scheme which offers protection for 'eligible protected deposits' of up to £50,000 (which includes deposits by most individual persons but doesn't include trustees or nominees, for example). The Scheme covers £20,000 for most other people with deposits (subject to certain rules and limitations set out in the Scheme). The maximum total amount of compensation covered is £200,000,000 in any consecutive 10-year period.

If you'd like full details of the Schemes in Jersey, Guernsey or the Isle of Man, go to one of our branches.

Complaints

We do our best to give you a good service, but if we don't live up to your expectations or if we make a mistake, we want you to tell us. We'll investigate your complaint and try to fix the problem and prevent it from happening again. You can contact us in branch, by phone, online, by email or by post.

In Jersey, we'll write to you within five Working Days to let you know that we've received your complaint and are dealing with it. We'll write to you again when we've investigated it and if we don't uphold it, we'll explain clearly why.

To learn more about how we resolve complaints and for details of how to contact us please ask us for our 'Listening to Your Comments' leaflet.

Taking things further

If you aren't happy with our response you may be able to take things further.
To find out if you can you should contact:

If your account is in the UK:

Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: 0800 023 4 567 (free from UK landlines)
0300 123 9 123 (calls to this number are charged at the
same rate as 01 and 02 numbers on mobile phone tariffs)

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

If your account is in Jersey or in Guernsey:

Please note:

- If you are not satisfied with our final response letter to your complaint, you can refer your complaint to the Channel Islands Financial Ombudsman (CIFO).
- You must contact CIFO about your complaint within six months of the date of this letter or CIFO may not be able to review your complaint.
- You must also contact CIFO within six years of the event complained about or (if later) two years of when you could reasonably have been expected to become aware that you had reason to complain.

You can contact CIFO at:

Channel Islands Financial Ombudsman (CIFO)
P.O. Box 114
Jersey, Channel Islands
JE4 9QG
Guernsey

Email: enquiries@ci-fo.org

Website: www.ci-fo.org

Jersey local phone: 01534 748610

Guernsey local phone: 01481 722218

International phone: +44 1534 748610

If your account is in the Isle of Man:

The Financial Services Ombudsman Scheme for the Isle of Man
Thie Slieau Whallian Foxdale Road
St. John's
Isle of Man
IM4 3AS

Telephone: 01624 68 65 00

Email: ombudsman@iomoft.gov.im



This document has been printed on paper made from responsibly-managed forests.

About HSBC

HSBC Bank plc is a company registered and established in England and Wales under registration number 14259. Our registered office is at 8 Canada Square, London E14 5HQ. Our VAT registration number is GB365684514.

HSBC Bank plc is: authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (our firm reference number is 114216) regulated by the Jersey Financial Services Commission for Banking, General Insurance Mediation and Investment Business licensed by the Guernsey Financial Services Commission for Banking, Insurance and Investment Business licensed by the Isle of Man Financial Services Authority.

hsbc.co.uk

Issued by HSBC Bank plc.

Customer information:

PO Box 6201, Coventry CV3 9HW

PO Box 20, HSBC House, Ridgeway Street, Douglas, Isle of Man IM99 1AU

PO Box 14, St Helier, Jersey JE4 8NJ

20-22 High Street, St Peter Port, Guernsey GY1 2LB

Printed by St Ives Management Services Ltd

95511-8 MCP46874 11/16 ©HSBC Bank plc 2016. All Rights Reserved.

