



بنك لندن والشرق الأوسط  
Bank of London & The Middle East

## Terms and Conditions for Businesses

**Effective from 1 December 2016**

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# The Agreement between you and us

These terms and conditions (**Terms**) form part of the Agreement that applies to the services and products we provide to you and to the Accounts. They explain how your Accounts and our products and services work, including how to place funds into your Accounts, how to make cash withdrawals from your Current Account and set up direct debits and standing orders.

In addition to these Terms, the Agreement includes:

- a) each Application Form you sign; and
- b) specific terms and conditions that apply to any of your Accounts, or our products or services.

**Where these Terms are inconsistent with any terms in any other documents that comprise the Agreement, the terms contained in those other documents will apply.**

You can ask us at any time for electronic or paper copies of the documents setting out the Agreement between you and us including these Terms and we will provide these to you.

The Agreement starts when we open the first Account with us for you or first start to provide a product or service to you (the **Effective Date**). The Agreement will continue until it is ended in accordance with Clause 27 (Suspension and termination).

Some of the provisions in these Terms apply only to Micro-Enterprises and Charities. We may require evidence that you are a Micro-Enterprise or a Charity should you wish to rely on Clauses 7.5 (Opening an Account), 16.2 (Refunds for incorrect payments), 17.2 (Direct debit refunds), 20.4 (Charges, profit, and payments to or from you), 21.4(b) (Your obligations and liability) or 27.2 (Suspension and termination). These clauses are highlighted in grey below.

## Meaning of words and expressions

Clause 39 (Definitions) sets out the meaning of certain words used in these Terms. Also in these Terms:

- a) **Account(s)** means any Current Account, Deposit Account or any other type of account that you have with us, and includes any additional Account and related products or services that we agree with you. A reference to Accounts is a reference to all accounts, including any accounts held jointly, that you have with us;
- b) **we, us** and **our(s)** means Bank of London and The Middle East plc (**BLME**), a company incorporated under the laws of England and Wales with registered number 05897786 and whose registered office is at Cannon Place, 78 Cannon Street, London EC4N 6HL; and
- c) **you(r)(s)** means any entity or person agreeing to the Agreement and the opening of an Account with us and/or taking up a product or service and, where appropriate, that entity's or person's Authorised Representatives and successors.

**Please read the documents setting out the Agreement carefully, to ensure they contain everything you want, and nothing that you are not prepared to agree. You should ensure you keep the documents setting out the Agreement or copies of these documents in a safe place for future reference. If you have any queries or concerns, please contact your usual BLME Relationship Manager.**

## Section A – Instructions and other communications

### 1 Providing instructions to us

- 1.1 You can normally give us instructions in person, in writing by post, by telephone, or by any other means that we agree with you.
- 1.2 We will accept instructions by Electronic Communication (for example by fax and email) by any methods of Electronic Communication you select in your Application Form. Otherwise, before you can give instructions by Electronic Communication or by a different form of Electronic Communication than previously selected, it must be agreed with us in writing and we may require you to complete an indemnity form.
- 1.3 Before we act on an instruction we may take steps to check the instruction is genuine (in other words, given by you) and clear. We recommend that you set up security procedures to authenticate instructions, access your Account and ensure your privacy. We will ask you to provide information that is personal to you (**Personal Security Information**) for this purpose.
- 1.4 We will treat an instruction as genuine, and as consent to process a Payment Order if:
  - a) it is given in a document that has a signature on it that we reasonably believe is that of your Authorised Representative;
  - b) we are satisfied or reasonably believe that you, or your Authorised Representative, are who you or they say you or they are when you or they give us instructions in person;
  - c) you have, on our request, confirmed your Personal Security Information; or
  - d) where you have not set up a security procedure involving Personal Security Information with us, we believe in good faith that the instruction is from you or your Authorised Representative, and there are no circumstances we are, or should reasonably be, aware of that cast doubt on the identity of the person giving the instruction.
- 1.5 We have the right not to act on an instruction even when you have provided us with your Personal Security Information, pursuant to our rights as expressly set out in this Agreement.
- 1.6 If you tell us that a person is your Authorised Representative, you will be responsible for all instructions received from that person, until you tell us that they are no longer authorised, even if they do something which makes you breach the Agreement. You understand that we cannot control how an Authorised Representative uses your Account.

### 2 Security procedures

- 2.1 If you do not set up a security procedure involving Personal Security Information with us, it is likely to be difficult for us to know the identity of the person instructing us.
- 2.2 **If anyone knows your Personal Security Information, they could gain access to your Account.** To help prevent fraud and protect your Account you need to protect your Personal Security Information. You should therefore:
  - a) always take reasonable steps to keep your Personal Security Information secret;
  - b) never allow anyone else the use of your Personal Security Information;
  - c) never write down or record your Personal Security Information; and
  - d) keep information about you (business and personal details) or your Account (e.g. statements) safe, and dispose of any documents containing information about you or your Account carefully. You should take simple steps such as shredding printed material.
- 2.3 **If you know or suspect that someone knows your Personal Security Information, or is impersonating you, you must contact us without undue delay** using the contact details provided at [Clause 28 \(Contacting us\)](#). Please note that, **until you contact us, you will be liable for all instructions given in relation to your Account**, as long as the instructions satisfy the conditions detailed in [Clause 1.4 \(Providing](#)

Instructions to us).

- 2.4 Once we receive a notification in accordance with Clause 2.3 (Security procedures) above, we will take immediate steps to prevent your Personal Security Information from being used to access your Account.
- 2.5 We will normally give you at least 14 days' notice of any change to the security procedures that would affect the operation of your Account, but may make changes immediately if we consider this necessary to prevent security being compromised.
- 2.6 Where we receive instructions from your Authorised Representative, we will continue to act on their instructions until we receive written notice from you that they are no longer authorised to give instructions on your behalf.
- 2.7 If we receive any instruction to make a payment from your Account and:
- a) we are reasonably concerned that it may not have come from you or your Authorised Representative, contains incorrect information, or is illegible; or
  - b) for some other reason, such as suspected fraud, we want to check the instruction with you,

we can ask you to confirm the Payment Order (either in writing or verbally) and may not act on the instruction until you have confirmed it. In this case, you must confirm the instruction as soon as possible to avoid any delay by us in acting on it. We may decide not to process a Payment Order until you provide that confirmation.

- 2.8 We may assume that information given in an instruction from you or your Authorised Representative is correct, unless we are aware of an obvious error. In particular, we may assume the Account number quoted in any instruction is the correct Account number.

### **3 Receiving your instructions**

- 3.1 Instructions that satisfy the conditions detailed in Clause 1.4 (Providing instructions to us) are deemed to be effective on the Banking Day when we receive them (unless you told us that they did not come from you or your Authorised Representative as set out in Clause 2 (Security procedures)), provided we receive your instructions by the Cut-Off Time, or the following Banking Day if we receive instructions after the Cut-Off Time.
- 3.2 Where you provide oral instructions we will acknowledge them orally. Otherwise, we will acknowledge instructions by acting on them. We may require written instructions from you before the Cut-Off Time to process Payment Orders on the same Banking Day and we will tell you if this is the case.
- 3.3 Please allow us reasonable time to process your instructions by communicating them on time. We will not be liable for any failure to meet a deadline where your instructions are unclear or not received in reasonable time for us to process them.
- 3.4 If you wish to stop us processing one or more Payment Orders, you must tell us in the same way you would send us a Payment Order. We may be able to change or stop a Payment Order, but we cannot generally change or stop other instructions you give by telephone or by Electronic Communication, because we start processing instructions when we receive them.
- 3.5 If we can cancel or change your Payment Order, we may impose a Charge. We will normally tell you how much the Charge is when we cancel or change the Payment Order, but otherwise our tariff sheet sets out the applicable Charges.

### **4 Refusing to act on your instructions**

- 4.1 We can refuse to act on any instruction (including a Payment Order) or accept a payment into your Account if we reasonably believe that:
- a) by carrying out the instruction we might break a law, regulation, code or other duty which applies to us; or
  - b) any of the conditions set out in Clause 1.4 (Providing instructions to us) will not be met; or doing so might expose us to action or censure from any government, regulator or law enforcement agency.

- 4.2 Unless the law prevents us from doing so, we will try to contact you to tell you if we refuse to act on any instruction, the reasons for refusing it, and what you can do to put right any errors in the instruction. We will do this as soon as reasonably practicable. You can also contact us to find out why we have refused to carry out your instruction within the timeframes imposed by Regulatory Requirements.
- 4.3 We may refuse to act on your instructions and withdraw your Personal Security Information and/or suspend or withdraw electronic or postal services to you if we believe that this is necessary for security reasons to prevent misuse of your Account. This may be, for example, where there have been too many unsuccessful attempts to gain access to your Account using your Personal Security Information. If we do this, we will tell you what you need to do to register new Personal Security Information.
- 4.4 We will not be liable for any refusal of, or failure to act on, your instructions, except where we have been fraudulent or negligent in failing to act on any instruction or accept a payment into your Account.

## **5 Communicating with you**

- 5.1 We may contact you by post, telephone, or any methods of Electronic Communication you select in your Application Form, using the details you have provided us with. Certain forms of communication are unsecure and you must take adequate precautions to ensure that others do not access, read or use your information without your consent. It is your responsibility to ensure that we have your current contact details, including any address(es) to which you would like us to send correspondence or statements (where different). Where we are required to send information to you, by law we have to send it to the most recent address we have for you. If you do not tell us about any change to your details as soon as possible, the security of your information could be at risk. As a result, you may not receive communications which could be important, including any notices about changes to the Agreement which affect you.
- 5.2 We may also communicate with you by posting notices and information on our website, in accordance with Regulatory Requirements.
- 5.3 Where we send Account statements and notices by post, they will be considered received by you no later than four Banking Days after posting if sent to an address within the UK, or 10 Banking Days after posting if sent to an address outside the UK. Unless stated otherwise in these Terms, or agreed otherwise, we may send you Account statements and notices by email. Where Account statements and notices are sent by email, they will be considered received on the next Banking Day. We will tell you before we start sending Account statements and notices by email.
- 5.4 We may leave messages for you to contact us on an answering machine or fax machine, or with a person answering the contact telephone number that you have provided us with, unless you tell us not to.
- 5.5 We may record or monitor telephone calls and monitor Electronic Communication between you and us for accuracy and training purposes, and so we can check instructions and make sure that we are meeting our service standards.
- 5.6 We have sole ownership of any telephone recordings, Electronic Communication or any other communication with you. We may rely on any recording, Electronic Communication or other communication with you to confirm any instruction you have given and any action we have taken as a result of your instruction. The conditions set out in this [Clause 5.6 \(Communicating with you\)](#) do not affect your statutory rights, or our statutory duties, in respect of information about you that we hold.
- 5.7 You can ask us not to contact you by post where there is a risk to the security or integrity of information in documents being sent to you. We can also refuse to send documents by post to certain countries for this reason. If we do this we will make letters or documents we need to send you available at our registered office or at another secure location that you agree with us. You can find our contact details at [Clause 28 \(Contacting us\)](#).

## 6 Electronic communication

- 6.1 There are no guarantees that communication by Electronic Communication will be secure, virus free or successfully delivered. You acknowledge that you are fully aware of the risks associated with the use of Electronic Communication and that we will not be liable if, due to circumstances beyond our reasonable control, any Electronic Communication is intercepted, delayed, corrupted, misunderstood, not received, or received by persons other than the intended addressee(s). However, where we reasonably think this has happened with an Electronic Communication sent from you, we may try to confirm the communication with you.
- 6.2 For security, legitimate business purposes, and to maintain service standards, we may monitor internet communication, including emails we send or receive, and any use of our website.
- 6.3 Where we agree to accept instructions from you by Electronic Communication:
- a) we may treat any instruction received by Electronic Communication as being fully authorised by, and binding on, you, irrespective of whether or not that instruction was in fact made in your knowledge, or issued by you or your Authorised Representative;
  - b) we are not obliged to ask you for proof of identity or confirmation of your instructions when we receive your Electronic Communication, but we may do so by telephone call-back;
  - c) where you give instructions from an email address that we do not recognise, or where instructions are given via email by an unknown third party, we may not act on these instructions until we have carried out additional security measures and confirmed the instructions with you;
  - d) we may not accept your instructions where we consider those instructions to be unclear, unusual, or where we believe the instructions have not come from you. We will take reasonable steps to notify you in these circumstances; and
  - e) we may, but are not bound to, acknowledge receipt of your instructions. You cannot assume that we have received or acted on an instruction by Electronic Communication until you have received an acknowledgement from us that we have done so. If your instruction or enquiry is urgent, you should contact us by telephone rather than by Electronic Communication.
- 6.4 Should you wish to contact us by Electronic Communication you accept all the associated risks in doing so. This includes, but is not limited to, the risk of delay, network overloads, transmission errors (including mutilated, illegible, duplicated, or incomplete instructions), and that messages/instructions may be intercepted, read or modified by a third party.
- 6.5 We will not be liable to you for accepting, relying, or acting on or in connection with, instructions received from you by Electronic Communication, except where we have been fraudulent or negligent in failing to take any action as a result of instructions you have sent to us by Electronic Communication.
- 6.6 Subject to Clause 6.5 (Electronic communication), you agree to reimburse BLME and any BLME correspondent, director, employee or agent (each a **BLME Related Party**) for all liabilities, obligations, actual loss, damages, penalties, actions, judgments, suits, costs, expenses, disbursement of any kind or nature, and however they arise, or in any way related to them, which may be imposed on, incurred by, or served against, BLME or any BLME Related Party by reason of our acting on or failing to act on your Electronic Communications.



## Section B – Accounts

### 7 Opening an Account

- 7.1 When you open an Account there may be certain additional terms and conditions that apply to the type of Account that you are opening. We will provide you with a copy of any additional terms and conditions specific to the type of Account that you are opening prior to your Account opening.
- 7.2 We will open a Current Account for you automatically when you apply to open any other type of Account. Any Account opening authorisations you provide to us in relation to any other type of Account will apply to the Current Account.
- 7.3 All Accounts will be in Sterling unless we agree to open an Account for you in another currency.
- 7.4 Where you authorise us to do so, we will send copies of Account statements and disclose details of your Account to your Authorised Representatives.
- 7.5 If you are a Micro-Enterprise or a Charity, you may cancel an Account within 14 days of making your first payment into the Account. We will return the funds deposited by you in the Account in full, unless you have instructed any Payment Orders or incurred any Charges, in which case we will return to you the amount of funds left in the Account after processing those Payment Orders and/or deducting any Charges. You may exercise your right to cancel the Account by notifying us in writing at our registered office set out in [Clause 28 \(Contacting us\)](#). We will also help you switch to another type of Account we offer, if a more appropriate Account is available. We may ignore any Charges related to terminating an Account.

### 8 Your obligations to provide us information

- 8.1 You must ensure that any information you have provided to us in the Application Form, is complete and correct in all material respects.
- 8.2 You will notify us promptly if there is any change to any information referred to in [Clause 8.1 \(Your obligations to provide us information\)](#) and will provide any further information we reasonably request in order to enable us to perform the Agreement or comply with any Regulatory Requirements.
- 8.3 If we believe we do not hold the correct details for you then we may suspend your Account in order to protect you and us.
- 8.4 You must tell us if you are not the beneficial owner of an Account or if any third party has any rights to a deposit that is credited to your Account.

### 9 Joint accounts and trustees

- 9.1 Where the Agreement is entered into between us and more than one person, as regards each person (except where we have agreed otherwise in writing):
- their obligations and liabilities under the Agreement are joint and several (which means, for instance, that any one person can withdraw the entire balance of an Account);
  - they each have authority (in full as if they were the only person entering the Agreement) on behalf of the others to give or receive any instruction, notice, request or acknowledgement without notice to the others, including an instruction for Payment Orders and/or to terminate any Account;
  - we may at our sole discretion insist that both or all of you authorise instructions to us, for example where there is a dispute between you which we know about;
  - any such person may give us an effective and final discharge in respect of any of our obligations under the Agreement; and
  - on the death (or, as applicable, dissolution) of any one or more of them, the Agreement will not terminate and we may treat the survivor(s) as the only party(ies) to the Agreement as entitled to

the funds in any Account and/or otherwise act on the instructions of the LPR or executor of any such person who has died (or, as applicable, been dissolved) on our receiving proof of their authority.

9.2 More generally, we may contact and otherwise deal only with the Account holder named first in our records subject to any legal requirements or unless you request otherwise.

9.3 You may ask us to remove one or more persons from a joint Account, including by converting it to a sole Account. We may require authority from all Account holders before doing so. Any person removed from the Account will continue to be liable for all obligations and liabilities under the Agreement relating to the period before they were removed.

## **10 Depositing funds in your Account**

10.1 You can deposit funds into your Account electronically, for example by using Bankers Automated Clearing Services (**BACS**), the Clearing House Automated Payment System (**CHAPS**) or Faster Payment Service (**FPS**). You can also deposit funds into your Account by sending us a cheque. Electronic payments and cheques must be accompanied by the Account name and Account number into which you would like the deposit to be made.

10.2 A cheque may only be presented for payment from the date upon which the cheque was drawn and for a period of six months following this date. We will return any out-of-date cheques to you.

10.3 When making a deposit by cheque, the cheque must be made payable to the Account name for which it is destined. If any deposit by cheque is for a particular BLME product, that cheque should be made payable to Bank of London and The Middle East plc or as directed for that product by us. It must also be accompanied by the Account number as may be advised by us.

10.4 If you deposit funds with us without indicating which Account you want the funds to be credited to, we will either:

- a) credit the funds by default to your Current Account; or
- b) return the funds to you or to the originator of the deposit.

10.5 We reserve the right to refuse any deposit and, where possible, we will notify you promptly in such circumstances.

10.6 We may deduct any applicable Charges from a deposit before we credit it to your Account.

10.7 The method and time of day when you make a deposit influences when a deposit will be credited to your Account. If a deposit is made for your Account on a non-Banking Day we will not, generally, process it until the following Banking Day.

10.8 You will only be able to draw on a deposit once we have processed and cleared that deposit.

10.9 The balance shown on your Account may include cheques and other deposits that are still being processed, and we may refuse to allow you to draw against them.

10.10 If a deposit is returned unpaid we will debit your Account for the deposit amount and for any realised profit paid to you in respect of that deposit. We will do this even if we have allowed you to draw against a deposit that is later returned unpaid.

## **11 Depositing cheques drawn on an international (non-UK) bank**

11.1 We may refuse to accept a cheque paid into your Account in a currency other than the currency the Account is held in. If we do accept such a cheque, we will convert it into the Account's currency at our Reference Exchange Rate for that type of transaction. If you make a request to your Relationship Manager, we will tell you what rate of exchange we use to carry out any conversion as soon as we know.

11.2 When we send a cheque for collection of funds, your Account will only be credited when we receive the funds from the bank on which the cheque is drawn. You authorise us at your expense to take all steps we reasonably consider necessary to arrange for payment to you of any cheques payable by a non-UK based bank that we receive for payment into your Account. The negotiation and collection of cheques will be subject to the current International Chamber of Commerce Uni-

form Rules for Collections.

- 11.3 You may incur a Charge for any conversion that is carried out and you will also be liable for any additional Charges we incur. We will include any Charges you incur on your next statement.

## **12 General terms for Payment Orders**

- 12.1 We may apply conditions and limitations on the number or value of Payment Orders that you can make in a particular period. We may also require that you keep a minimum balance in your Account.
- 12.2 If a minimum balance requirement applies to your Account and your balance falls below this minimum, you may incur a Charge. You must also immediately deposit additional funds into your Account so the balance, standing to the credit of the Account, equals or exceeds the minimum balance requirement for that Account. You may instruct us to make a Payment Order from your Account by standing order or by direct debit (both methods use BACS), internal transfer to another Account you have with us, CHAPS, FPS, banker's draft or by international transfer. We may ask you to confirm your Personal Security Information before processing a Payment Order.
- 12.3 When you give us a Payment Order:
- a) to make payment to another bank account, you must provide us with the account name, account number, the sort-code for the account (for payments within the UK), and any other information that we request to make the payment; and
  - b) you must have sufficient cleared funds available in your Account to make the payment at the end of the Banking Day before you want us to make the payment. You may only withdraw up to the available balance on your Account. Please ensure that you have sufficient cleared funds available in your Account before instructing us to set up or make a Payment Order.
- 12.4 If you try to make any Payment Order from your Account when you do not have sufficient cleared funds available in your Account, we may refuse to make or authorise the Payment Order.
- 12.5 We shall not be liable for:
- a) any delay in your payment reaching the beneficiary's bank as a result of any incorrect or insufficient information you may have given to us when arranging the payment;
  - b) any failure in your payment reaching the beneficiary's bank if you or the beneficiary's bank have nominated any intermediary bank to assist with the payment;
  - c) any failure of the beneficiary's bank to credit the beneficiary's account; or
  - d) any failure to complete the payment due to insufficient cleared funds in your Account to cover the payment and any relevant Charges.
- 12.6 A payment may be recalled by the bank that made it (for example because that bank's customer did not have enough funds in their account to make the payment). Sometimes a deposit may be made to your Account by mistake. In either of these situations, we will debit the funds from your Account, even though we may have allowed you to draw on the funds on the assumption that they would not be recalled. You may incur a Charge if this occurs. You may also incur a Charge if we have to recall a Payment Order that you have made.
- 12.7 We may issue you with a debit card. Separate terms and conditions governing the use of any debit cards will apply. We may impose limits and restrictions on the payments you make by debit cards or any other payment devices. We will tell you what those limits or restrictions are in advance.

### **13 International payments**

- 13.1 Unless we agree with you otherwise, to make an international payment from your Account, we may have to route the payment through other banks. If this is the case, we will use a bank that is either chosen:
- a) by us; or
  - b) by a bank in the country where the payment is being sent to; and/or
  - c) where you have asked us to make the payment in a foreign currency, by a bank in the country where that currency is the national currency.
- 13.2 If we make an international payment for you, we will need to give the banks involved in the payment certain information about your Account (for example your Account name and Account number) to ensure the funds reach the intended beneficiary's account.
- 13.3 Where we make an international payment for you, you must ensure that both you and the person receiving the payment comply with any local laws, including transit jurisdictions, relating to the payment. If you do not do this and, as a result, we have to pay any Losses because we were acting for you in relation to the payment, you must reimburse us for those Losses. You must also take any steps necessary to put us in the position we would have been in had we not made the payment for you.
- 13.4 For international payments we may ask you for certain information (including the SWIFT BIC or IBAN) so we can identify the bank and the account which we are paying to. If you do not provide this information to us or provide us with additional information that is not required, we may try to obtain the information ourselves or work out what information is relevant. You may incur an additional Charge to cover our costs in doing this. If you provide inaccurate information and as a result the payment goes missing, we will make reasonable efforts to recover the funds and reserve the right to levy an additional Charge to cover our costs in doing so. We will try to tell you about any additional Charge before you incur that Charge and we may require you to pay that Charge before we take any steps.
- 13.5 If you ask us to make an international payment we may convert it into the currency of the country where we are sending payment to before we send it, unless you tell us otherwise. The person receiving the payment may have to pay a Charge to the bank which is receiving the payment. Any payment value quoted by us to you will be the value of the payment on the date on which we send funds to the other bank.
- 13.6 If you ask us to make a payment in a currency other than the currency of the Account that we are taking payment from, we will use our relevant Reference Exchange Rate for that currency, unless we agree a different rate with you. You can ask us for the current Reference Exchange Rate and details of any Charges that will apply to an international payment through your usual BLME contact.

### **14 Foreign currency drafts**

- 14.1 When you request a foreign currency draft (FCD):
- a) for any currency other than Euro, we will draw up the FCD with your chosen bank in the country of the relevant currency, if we have a relationship with that bank, or, if we do not have a relationship with your chosen bank, with another suitable bank; and
  - b) for Euro, we may draw up the FCD with any bank in a Euro Participating Member State we choose.
- 14.2 When we issue you an FCD, you:
- a) purchase and reserve funds at a fixed value of the funds in a specific currency; and

b) become solely responsible for the FCD and for its delivery to the intended beneficiary.

14.3 The FCD will only be payable to the payee named on the FCD, who will need to present it to the bank with which it is drawn.

14.4 If you decide not to make a payment using an issued FCD, or the issued FCD is lost or stolen, we may try to arrange a refund for you but may not be able to do so. If we can arrange a refund:

a) we will apply the relevant Reference Exchange Rate for that currency prevailing at the time we make any refund. This means that, if the relevant Reference Exchange Rate has changed since the FCD was drawn, the amount we refund to you may be more or less than the amount that was originally deducted from your Account when the FCD was drawn;

b) we will only do so after:

i) we have received confirmation from the bank with which the FCD was drawn that the FCD has not been presented for payment, and the original instruction to pay the FCD has been cancelled;

ii) the original FCD is returned to us (unless it has been lost or stolen); and

iii) you agree to reimburse us for any Losses that we incur or Charges in connection with the cancellation of the FCD.

14.5 If the FCD was lost or stolen, we may require a statement from you confirming the loss or theft and evidence that you reported the loss or theft to the police in the country where the loss or theft occurred.

## **15 Processing of Payment Orders, and when we can change or cancel Payment Orders**

15.1 We will send all Payment Orders made in Sterling, US Dollar or Euro, if sent from your respective Sterling, US Dollar or Euro Account, on the same day as we receive your instructions, provided that:

a) the day is a Banking Day;

b) we receive the instructions before the Cut-Off Time; and

c) the instructions comply with these Terms and any other terms and conditions in respect of your Account or such payment.

If we receive your instructions after the Cut-Off Time, we will send the payment the next Banking Day provided your Payment Order complies with these Terms and any other terms and conditions that relate to your Account or such payment.

15.2 We will normally debit any automated Payment Orders from your Account (for example standing orders and direct debits) at the beginning of the Banking Day that they are due. You should therefore ensure there are sufficient cleared funds in your Account at least the Banking Day before any Payment Order is to be processed.

15.3 We will process direct debits in accordance with this Agreement on the same day as we receive a claim for the direct debit through BACS provided there is enough time to do so.

15.4 We recommend you regularly check your direct debits and standing orders. You may cancel a standing order or direct debit by contacting your usual BLME Relationship Manager. When cancelling a direct debit we also recommend you tell the organisation that you have the direct debit arrangement with.

15.5 You will not be able to cancel a standing order or direct debit if you do not advise us at least three Banking Days before the standing order or direct debit is due to be debited from your Account.

15.6 Please note we cannot 'stop' a banker's draft, FCD, or counter cheque that you have asked us to draw for you.

## 16 Refunds for incorrect payments

16.1 If you ask us to make a payment to an account at another bank and that bank says that it did not receive the payment, we will (without undue delay) refund the amount of the payment. The refund will be subject to you notifying us of the incorrectly executed payment without undue delay on becoming aware of it, and in any event no later than one month after the debit date. We will also return your Account to the position it would have been in had the payment not been made, except in the following cases:

- a) where you made a mistake and provided us with incorrect information for the Payment Order. If this is the case, we will make reasonable efforts to recover the funds. You may incur a Charge to cover our costs in doing so. We will try to inform you of any Charge you may incur before we take any action and we may require that Charge to be paid before we take any steps; or
- b) we can show the intended beneficiary's bank received the payment. In this case, that bank may be required to make the payment immediately to the intended beneficiary.

16.2 If you are a Micro-Enterprise or a Charity and an incorrect Payment Order from your Account has been initiated by the beneficiary of the payment, we will refund you the amount of the payment without undue delay, unless it is apparent that it was the beneficiary's bank who was liable for the incorrect transmission of the Payment Order.

16.3 Any refund under this [Clause 16 \(Refunds for incorrect payments\)](#) will be subject to you notifying us without undue delay, and in any event not later than one month after the debit date, on becoming aware of the incorrect payment. If you are a Micro-Enterprise or a Charity the maximum period will be 13 months.

## 17 Direct debit refunds

17.1 The Direct Debit Guarantee Scheme protects you if a direct debit you have not authorised is taken from your Account. If the amount to be paid or the payment date changes, the organisation collecting the payment is required to notify you, normally 10 Banking Days, in advance of your Account being debited or as otherwise agreed. If any funds are wrongly taken from your Account under a direct debit, we shall refund your Account as soon as you tell us about it, subject to you notifying us without undue delay.

17.2 This [Clause 17.2 \(Direct debit refunds\)](#) applies to you only if you are a Micro-Enterprise or a Charity. If when authorising a direct debit you did not specify the amount of the payments, and subsequently the payee initiates a Payment Order for an amount that exceeds the amount that, taking into account the circumstances, you would normally expect under that direct debit, we will refund the payment to you if you request that refund within eight weeks from the date on which the funds were debited.

## 18 Indebtedness

18.1 We do not permit any borrowing. From time to time we may negotiate a facility arrangement with you that will result in you owing funds to us.

18.2 We do not permit overdrafts.

18.3 If you wish to arrange a facility with us, you should contact your Relationship Manager to discuss whether we will make a facility available to you.

18.4 Any facility we make available to you will form part of a separate agreement between you and us.

- 18.5 If you owe us any funds or Charges, or any Account you have with us has fallen into arrears, we retain the right to debit the amount you owe us, or the amount needed to bring your Account out of arrears, from any other Account that you have with us. We are not obliged to notify you before doing so.
- 18.6 If you are a sole trader, you are personally responsible for any monies your business owes us.
- 18.7 If you are a partnership each partner is individually liable for the monies you owe us, even after he or she has ceased to be a partner, unless we have agreed otherwise in writing. We have the right to demand repayment from all or any partner for all or part of such monies.
- 18.8 If you are a company, limited liability partnership or other incorporated body, your Authorised Representatives are not normally liable for monies owed to us.

## **19 Statements**

- 19.1 We will provide you with Account statements showing the individual transactions paid into and out of your Account since your previous statement. It will also show information about those transactions, including details of any Charges made, and profit share paid (if any). Unless otherwise set out in any Account terms and conditions or agreements, we will provide up to one statement per month on request. Please contact your BLME Relationship Manager to request this. We may provide you with statements more often in any event. You can also ask us for information about individual transactions.
- 19.2 You are responsible for checking the information we give you. You must tell us as soon as you can if that information includes anything that you think is wrong or if you think a payment may not have been made in accordance with your instructions.

## **Section C – Charges**

### **20 Charges, profit, and payments to or from you**

- 20.1 You may have to pay us Charges in relation to your Accounts or for other products or services. Any Charges will be in accordance with our tariff sheet or as otherwise notified to you, from time to time, in writing. We may debit such Charges from all or any of your Accounts once such Charges become due.
- 20.2 Copies of our tariff sheet are available on request from your usual BLME Relationship Manager, and you will be provided with details of any applicable Charges in relation to your Account when your Account is opened.
- 20.3 We may change our Charges at any time for one or more of the following reasons:
- a) to reflect the cost of a new service or facility we provide to you in connection with your Account;
  - b) to reflect changes in market conditions;
  - c) to reflect changes in the cost of providing a service to you, including direct costs we are required to pay others;
  - d) to reflect changes in technology; or
  - e) to reflect any Regulatory Requirements, or any decision or recommendation by a court, the Financial Ombudsman Service or our Sharia'a Supervisory Board.
- 20.4 If you are a Micro-Enterprise or a Charity we will notify you two months in advance of any changes to our Charges. You may terminate your Account immediately and without charge if you disagree with the proposed changes. The changes to our Charges will not apply to you during the period between our notification of the changes to you and the date of termination of your Account. If you do not object to the changes within the two month period you will be deemed to have accepted the changes.

- 20.5 You are liable for any costs we properly incur in respect of your Account under the Agreement, including all reasonable commissions, transfer and registration fees, taxes, stamp duties and other fiscal liabilities.
- 20.6 If any party to the Agreement fails to pay any amount due under the Agreement within 10 Banking Days of a written demand from the other party, that other party may charge a late payment charge. The purpose of the charge is to cover any actual costs and losses (not including opportunity costs) incurred by a party as a result of the other party's failure to pay any due amounts under the Agreement. This charge is 1% per annum above the relevant central bank rate for that currency (such as the Bank of England Base Rate for Pounds Sterling) applied on the amount due, calculated on the number of days the payment is late. Any late payment charge you pay to us shall be used to pay any actual costs and losses (not including opportunity costs) incurred by us as a result of your failure to pay any due amounts under the Agreement from the start of the Delay Period. We will donate any remaining sum of a late payment charge to charity on your behalf in accordance to the guidelines set by our Sharia'a Supervisory Board.

## **Section D – General**

### **21 Your obligations and liability**

- 21.1 You must ensure that, at all times during the duration of these Terms:
- a) you have full power and authority to enter into these Terms, and any Authorised Representative signing these Terms on your behalf and/or operating any Accounts subsequently has been duly authorised by all necessary action;
  - b) you have and will at all times maintain all authorisations, approvals, licences and consents required to enable you to perform your obligations under these Terms;
  - c) there are no governmental or administrative licences or consents required on your part to permit the entering into and due performance of these Terms and that any filing or registration requirements on your part have been complied with; and
  - d) the obligations on your part arising under these Terms will constitute your legal, valid and binding obligations enforceable against you.
- 21.2 You will be liable for all transactions in respect of your Account, and we may debit your Account, where you have authorised the transaction, or provided access to or use of an Account service by a third party.
- 21.3 You will be liable to us for any loss, costs (including but not limited to any cost of enforcement), liability (including any tax liability), claim, demand or damage that we may suffer or incur in the lawful and proper exercise of our duties under these Terms save where such losses, costs, liabilities, claims, demands or damages directly arise by reason of our negligence, fraud or wilful default. You authorise us to deduct these amounts from any Account you hold with us.
- 21.4 If you are a Micro-Enterprise or a Charity, and unless you have acted fraudulently, you will not be liable for any losses incurred in respect of unauthorised payments arising after you have notified us of the misappropriation of your Personal Security Information or the unauthorised use of your Account. You will only be liable for up to £50 for any losses arising before that notification, provided that:
- a) you notify us without undue delay on becoming aware of an unauthorised payment; and
  - b) you have not acted fraudulently nor failed, with intent or gross negligence, to comply with your obligations to keep your Personal Security Information safe, which includes deliberately failing or being negligent to follow the safeguards detailed in [Clause 2 \(Security procedures\)](#).



## **22 Our liability to you**

- 22.1 This Clause 22 (Our liability to you) applies to all circumstances in which the Agreement has not separately set out the extent of our liability to you. It does not limit any liability for which we have taken responsibility elsewhere in the Agreement or which arises from our duty to exercise due care and skill.
- 22.2 We will be liable to you for any Losses you may suffer in respect of our services under the Agreement, but only to the extent they result from our negligence, wilful default or fraud.
- 22.3 We are not liable to you for any Losses you may suffer because of anything beyond our reasonable control, including, but not limited to: any change to any law; currency restrictions; devaluations and fluctuations; acts of terrorism; war; civil unrest; acts of God; market conditions affecting the execution or settlement of transactions or the value of assets; failure or breakdown in any machine or equipment (including any electronic device, hardware or software failing to work); and strikes and industrial disputes. This may also include changes due to the application of Sharia'a principles.
- 22.4 We are not liable in any circumstances for:
- a) loss of business, loss of goodwill, loss of opportunity or loss of profit; or
  - b) any Losses you may suffer that we could not reasonably have anticipated when you gave us an instruction under the Agreement.
- 22.5 We are not liable to you if we fail to take any action which we think would breach any applicable law or regulation.
- 22.6 Nothing in the Agreement will exclude or limit any duty or liability we may have to you to the extent that any such duty or liability cannot be restricted or limited under Regulatory Requirements.

## **23 Legal and tax**

- 23.1 You have sole responsibility for managing your legal duties and tax affairs, including making any applicable filings and payment and complying with any applicable laws and regulations, including in relation to taxation. If you are holding funds in an Account as trustee or in any other fiduciary or non-personal capacity, you confirm that you will make relevant information provided to you by us available as often as may be required, and no less than annually, to any beneficial owner, settler or beneficiary or other similar person who may need to receive it to enable that person to fulfil any applicable legal and tax obligations in a timely manner. You also confirm that:
- a) all those persons are aware of all applicable legal and tax obligations;
  - b) we are not legal or tax advisers on those obligations; and
  - c) those persons have undertaken, to the best of your knowledge, all necessary steps to fulfil those obligations.
- 23.2 We will not provide you with legal or tax advice and recommend that you seek your own independent legal and tax advice, tailored to your particular circumstances. To provide you with information on our Accounts, products and services, we may explain to you our understanding of the generic legal or tax position relating to them. We do not warrant or assume any duty of care to investigate whether or not, or to ensure that, the information is complete, up-to-date, accurate or necessarily appropriate to or takes into account fully your circumstances. We do not assume any legal responsibility for anyone acting on the information provided.
- 23.3 If the Inland Revenue requires us to pay any element of tax that we have paid to you, you will reimburse us on demand for that tax and we may debit those amounts from any of your Accounts.
- 23.4 There may be other taxes or costs that are not paid through us or imposed by us that you have to pay in connection with your Account. You confirm that you are aware of all legal and tax obligations that apply to

you arising from the products and services that we provide to you and that you will undertake all necessary steps to fulfil these obligations. You must tell us without delay of any change to your residency or citizenship status. You must also provide any information about your identity or affairs that we may from time to time reasonably request.

## **24 Variations**

24.1 We may change any of the provisions in these Terms for any or all of the following reasons:

- a) to reflect a change in law, decision or recommendation of any court or ombudsman which impacts on the way in which we provide services or products under these Terms;
- b) to conform with or reflect any Regulatory Requirements, such as recommendations of the Financial Conduct Authority or the Prudential Regulation Authority; and
- c) to correct any minor error in the wording of these Terms or update contact details provided in these Terms.

24.2 We will tell you of any change at least two months before it takes effect, and explain the reasons for that change. If due to a Regulatory Requirement the change must be effective earlier, the change will become effective on the required date but we will still tell you about the change. We will tell you about any changes by emailing you at the email account you have provided to us or by writing to you personally at the last address you have notified to us. If you do not tell us you object to a change during the two month notice period, you will be deemed to have accepted such change with effect from the end of the notice period.

24.3 If you object to any change you must tell us in writing within two months of receiving our notification of changes. We will treat this as your request to terminate the relevant Account. We will not charge you for this termination. Unless made with immediate effect further to a Regulatory Requirement, the changes will not apply to these Terms during that two month period. Please note that, under the specific terms and conditions for certain services or products, we may require you to have a Current Account open with us.

24.4 Except as provided in the Agreement, no provision of the Agreement will be deemed waived, altered, modified or amended unless we otherwise agree with you in writing.

24.5 Our failure to insist on you strictly complying with the Agreement or any act or omission on our part will not amount to a waiver of our rights under the Agreement.

## **25 Your information**

25.1 To provide you with products and services, we need to collect, use, process and store information about you (**your information**). Information may include personal data as defined in the UK Data Protection Act 1998. Your information will include information which we:

- a) obtain from you or third parties, such as credit reference agencies, fraud prevention agencies or other organisations; or
- b) learn from the way in which the Agreement is administered and managed, for example from payments which are made to and from your Account.

25.2 Where you provide personal data about individuals (such as employees) you confirm that you have obtained their consent to provide this information to us and for it to be used in accordance with the Agreement. Such consent must extend, without limitation, to our processing of personal data relating to criminal offences.

25.3 We and our Affiliates may use your information to manage your Account, give you statements and provide our services and products, for assessment and analysis (including credit and/or behaviour scoring, market and product analysis). This is to prevent and detect fraud, funds laundering and other crime, carry out regulatory checks and meet our obligations

to any relevant regulatory authority, and to develop and improve our services to you and other clients and protect our interests.

- 25.4 We and our Affiliates may use your information to tell you by letter, telephone, email and other electronic methods, about products and services (including those of others) which may be of interest to you. You may tell us at any time if you do not wish to receive marketing communication from us and/or our Affiliates by writing to us providing your full name, address and account details (please refer to [Clause 28.1 \(Contacting us\)](#) for contact details or tell your usual BLME Relationship Manager) or emailing us at: [operations@blme.com](mailto:operations@blme.com).
- 25.5 [Clause 6 \(Electronic communication\)](#) applies where we or our Affiliates collect, use, process and store your information using electronic instructions and/or communications. Instructions and other communications that are not electronic will be subject to [Clause 5 \(Communicating with you\)](#).
- 25.6 We give your information to and receive information from credit reference agencies and fraud prevention agencies. We and other organisations may access and use this information to prevent and detect fraud, money laundering and other crimes and to make credit assessments.
- 25.7 Credit reference agencies keep a record of our enquiries and may record, use and give out information we give them to other lenders, insurers and other organisations. If false or inaccurate information is provided or fraud is suspected details may be passed to fraud prevention and credit reference agencies. Law enforcement agencies may access and use this information. The information recorded by fraud prevention agencies may be accessed and used by organisations in the UK and a number of other countries.
- 25.8 We may disclose your information to the following, wherever located in the world:
- a) our Affiliates and organisations that provide marketing services to us at our request and under our discretion (that are subject to a similar duty of confidentiality);
  - b) our Affiliates and other organisations that assist us in reviewing your financial position, to process transactions in the exercise of our discretion under the Agreement where applicable or arising from recommendations made by us to you, for example to obtain a facility;
  - c) our Affiliates and organisations providing a service to us or acting as our agents, including, but not limited to, subcontractors (including their agents) and professional advisers on the understanding that they will keep your information confidential;
  - d) our Affiliates and organisations that assist us to process transactions under the Agreement, including, but not limited to, processing Payment Orders;
  - e) anyone to whom we may transfer our rights and/or obligations under the Agreement;
  - f) any third party as a result of any restructure, sale or purchase of any part of BLME, provided that any recipient uses your information for the same purposes as it was originally supplied to us and/or used by us;
  - g) your advisers (including, but not limited to, accountants, lawyers or other professional advisers) where authorised by you;
  - h) any person notified by you as authorised to give instructions or to use the service on your behalf for the purpose of managing and administering services provided under the Agreement, to the extent reasonably necessary to enable us to perform the Agreement; and/or
  - i) where we have a legal or regulatory duty to do so, or if law or regulation allows us to do so.

In order to make or receive payments, the details of the payment (including information relating to those involved in the payment) may be received from or sent to another jurisdiction, where it could be accessible by regulators and authorities in connection with their legitimate duties (for example, the prevention of crime). In instructing us to make payments, you agree to this on behalf of yourself and others involved in your payments.

- 25.9 Where we transfer your information to a service provider or agent in another country (including, without limitation, countries outside the EEA), we will ensure that the service provider or agent agrees to apply the same levels of protection as we apply to your information and to use your information in accordance with our instructions.
- 25.10 We will retain information about you after the termination of the Agreement for no longer than necessary and in any event in accordance with applicable law.
- 25.11 You can ask for a copy of the information we hold about you by writing to us. A fee may be charged for this service as permitted by appropriate law or regulation.
- 25.12 You can find further information on how we use your information in the privacy notice available on our website.

## **26 Set-off**

- 26.1 We may, subject to Regulatory Requirements, without prior notice to you at any time or times without restriction:
  - a) combine or consolidate any Accounts opened for you with us, or with any of our Affiliates, in your name as well as joint accounts; and
  - b) retain, set off or transfer the whole or any part of the sum standing to the credit of one or more of your Accounts wherever situated and so far as is necessary, against or towards satisfaction of any of your outstanding liabilities to us, in respect of any Account or services, or in any other respect, regardless of the place of payment, booking branch or currency of those liabilities (including any amount owed by you under the Agreement) or under any other agreement with us.
- 26.2 We may, subject to Regulatory Requirements, without prior notice to you at any time or times without restriction, apply any deposits or other sums at any time due to you in respect of any Account or services for the payment of any liabilities, whether absolute or contingent, or due or to become due which you may have to us in respect of any Account, services or transactions, or in any other respect, whether on your own or jointly with anyone else. If a joint account holder owes a debt that is due to us, we may, subject to Regulatory Requirements, use all the funds in the joint account to satisfy the debt.
- 26.3 If the liabilities are in different currencies, we can convert either sum at the relevant Reference Exchange Rate for the purpose of any combination, consolidation, set-off or transfer. We may pledge, use as collateral, sell and/or purchase any obligations in your Accounts, and transfer funds and all obligations between accounts whenever we deem necessary, without notice to you, to satisfy this right of set-off.
- 26.4 If we are legally required to hold funds in an account in your name for someone else, then unless otherwise required by law we will only hold for, or pay to, that person what is left after we have used our set-off rights to repay what you owe us.

## **27 Suspension and termination**

- 27.1 You may close your Account or any related service at any time by giving us not less than 14 Banking Days' notice, unless there are open transactions or Charges outstanding or accruing relating to the Account or any related service. In this case we will treat any request to close the Account or service as a request to close the Account or service two Banking Days after settlement of all transactions and Charges in full relating to that Account or service. Please note that, under the specific terms and conditions for certain

services or products, we may require you to have a Current Account open with us.

27.2 We may close your Account or any related service at any time.

27.3 If you are a Micro-Enterprise, and subject to Clause 27.4 (Suspension and termination), we will give you at least two months' notice before closing your Account. We do not have to give you any reason for closing your Account or any related service.

27.4 We may suspend or close your Account or any related service without giving notice if we reasonably believe that you have seriously or persistently breached the Agreement, including by:

- a) giving us false information;
- b) using (or allowing someone else to use) the Account or service illegally or for criminal activity;
- c) inappropriately authorising a person to give instructions on your behalf;
- d) behaving in a manner (for example by abusing people who work for us) that makes it inappropriate for us to maintain your Account or service; and
- e) putting us in a position where we might break a law, regulation, code or other duty which applies to us if we maintain your Account or any service.

27.5 The closure of your Account or any service will not affect any contractual provisions intended to survive that closure or any accrued rights, liabilities or existing commitments (including those in relation to any transactions entered into at the date of closure but not yet settled).

27.6 Following closure of the Account you will pay us any amounts you owe in respect of the Account or service, and any additional reasonable expenses incurred by us or on your behalf in closing your Account or any service. You will bear any Losses necessarily realised in settling outstanding obligations.

27.7 The Terms will remain in force until you no longer have any Accounts with us.

27.8 The following Clauses will remain in force irrespective of any termination: Clauses 16 (Refunds for incorrect payments) (through to 22 (Our liability to you), 24.5 (Variations), 26 (Set-off) and 31 (Governing law, disputes and Sharia'a compliance) through to 40 (Interpretation)).

## 28 Contacting us

28.1 BLME operates through its registered office, which is at Cannon Place, 78 Cannon Street, London EC4N 6HL, United Kingdom.

28.2 BLME provides banking and savings products to clients. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and is entered on the Financial Services Register under registration number 464292.

28.3 Our website can be found at: [www.blme.com](http://www.blme.com).

28.4 Where you think your Personal Security Information has been lost, stolen or misused, or may be misused in the future, write to BLME at the address detailed in Clause 28.1 (Contacting us) or email to [operations@blme.com](mailto:operations@blme.com).

## 29 Assignment

29.1 We may transfer any of our rights and obligations under the Agreement to any other company or person without your further consent, provided that:

- a) we have given you at least 30 days' notice of the transfer (unless that is impracticable in the circumstances);

- b) you have not given notice closing your Account under Clause 27.1 (Suspension and termination) on date before the date of transfer; and a
- c) your protections remain in place following that transfer or assignment, in particular in relation to the Financial Services Compensation Scheme.

29.2 You may not transfer, assign or charge your Account or any of your rights or obligations under the Agreement to anyone else without our prior written consent.

### **30 Delegation**

- 30.1 We may delegate any of our functions and obligations under the Agreement to any other company or person (with or without a power to sub-delegate), provided that we reasonably consider it capable of performing those functions and obligations. Any such delegation or sub-delegation may be to persons or agents outside the UK. Our liability to you for the matters delegated will not be affected as a result. We will give you 30 days' written notice of the delegation of any function that involves the exercise of our investment discretion on your behalf.
- 30.2 We may employ third parties to perform dealing and administrative services that are necessary to enable us to perform the Agreement without further notice or consent.
- 30.3 Any delegation or sub-delegation under this Clause 30 (Delegation) must comply with any Regulatory Requirements.

### **31 Governing law, disputes and Sharia'a compliance**

- 31.1 The Agreement, our relationship and any non-contractual rights relating to the Agreement are governed by English law.
- 31.2 Any disputes relating to the Agreement will be heard in the English courts unless those disputes are resolved through our complaints process or through the Financial Ombudsman Service (see Clauses 36 (Complaints and the Financial Services Compensation Scheme) and 37 (Financial Ombudsman Service)).
- 31.3 In any litigation or arbitration proceedings arising out of or in connection with the Agreement, the entries we make in the accounts maintained by us are prima facie evidence of the matters to which they relate.
- 31.4 Any certification or determination by us in relation to the Accounts is, in the absence of manifest error, conclusive evidence of the matters to which it relates.
- 31.5 To the extent that you may in any jurisdiction claim for yourself or your assets immunity from suit, execution, attachment (whether in aid of execution, before judgement or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to you or your assets such immunity (whether or not claimed) you waive and agree not to claim immunity in respect of your obligations under the Agreement.
- 31.6 You agree that, notwithstanding any right by contract or under law or regulation, neither you nor BLME shall claim or receive from the other any payment that is in the form of interest and each party expressly waives any such right.
- 31.7 You may wish to consult your own Sharia'a advisers in deciding whether the Agreement is in compliance with Sharia'a principles. However, by accepting the Agreement you undertake not to object or challenge the Agreement in the future on the grounds that it is not compliant with Sharia'a principles. This undertaking does not affect any other legal rights you may have arising out of the Agreement.

### **32 Severability**

To the extent that any term is or becomes invalid, unenforceable or contrary to Regulatory Requirements, it will be deemed not to be included in the Agreement, but without invalidating any of the remaining Terms of the Agreement.

### **33 Third party rights**

A person who is not a party to the Agreement will have no rights under the Contracts (Rights of Third Parties) Act 1999

in the UK or otherwise to enforce any of its terms.

#### **34 Entire agreement**

The Agreement sets out the entire agreement and understanding between you and us with respect to its subject matter. It replaces all previous agreements and understandings between you and us with respect to its subject matter, which will cease to have any further force or effect on the Effective Date of the Agreement. This Clause 34 (Entire agreement) will not exclude or limit any liability or remedy in respect of fraudulent misrepresentation.

#### **35 Miscellaneous**

- 35.1 The Agreement is in English and we only provide information in English, apart from certain marketing and product information. All instructions, Payment Orders and other communications between you and us must be in the English language only.
- 35.2 We do not appoint agents to introduce clients to us even though commission may be paid to professional advisers who introduce business. We accept no responsibility for information or advice relating to BLME or BLME products or services which might be given by a third party. If you wish to discuss any BLME Accounts, products or services please contact your usual BLME Relationship Manager or use our contact details provided in Clause 28 (Contacting us).

#### **36 Complaints and the Financial Services Compensation Scheme**

- 36.1 If you have a complaint, your BLME Relationship Manager will usually be best placed to receive your complaint and work with you to resolve it.
- 36.2 If we do not resolve your complaint to your satisfaction, you should write to Complaints, BLME, Cannon Place, 78 Cannon Street, London EC4N 6HL, United Kingdom or email [complaints@blme.com](mailto:complaints@blme.com), and they will escalate your complaint. Please provide:
- a) your full name and, where relevant, bank Account number(s);
  - b) a full explanation of the reason for your contact; and
  - c) should further investigation be required, and if you are happy to discuss the issue on the telephone, a daytime contact number.
- 36.3 We promise to:
- a) let you know promptly that we have received your complaint;
  - b) try to resolve your complaint as quickly as possible; and
  - c) write to you after five Banking Days, if the complaint is not resolved earlier, with an acknowledgement letter advising that we are investigating and will respond within 8 weeks of your complaint.

#### **37 Financial Ombudsman Service**

- 37.1 If we cannot resolve your complaint in a timely or satisfactory manner and you are a Micro-Enterprise, a Charity or a trustee, you may be able to refer your complaint to the Financial Ombudsman Service, Exchange Tower, London E14 9SR (Tel: +44 (0)20 7964 1000) (Website Address: [www.fos.org.uk](http://www.fos.org.uk)).
- 37.2 The Financial Ombudsman Service is an organisation set up by law to give customers a free and independent service for resolving disputes with financial firms. You can find details of this service from the Financial Ombudsman Service or

from your Relationship Manager.

### 38 Financial Services Compensation Scheme

38.1 We are a member of and covered by the Financial Services Compensation Scheme (**FSCS**) established by the Financial Services and Markets Act 2000. The FSCS may pay you compensation if you are eligible and we are not able to meet our obligations under these Terms. Most depositors, including most individuals and businesses, are covered by the scheme.

38.2 For further information about the FSCS (including the amounts covered and eligibility to claim) please refer to the FSCS:

Post: The Financial Services Compensation Scheme  
10th Floor, Beaufort House  
15 St Botolph Street  
London  
EC3A 7QU

Telephone: +44 (0)20 7741 4100

Website: [www.fscs.org.uk](http://www.fscs.org.uk)

## Section E – Definitions and Interpretation

### 39 Definitions

**Affiliate** means any person or entity controlling, controlled by or under common control with such party. For these purposes control of an entity means the power, direct or indirect, to direct or cause the direction of the management and policies of such entity whether by contract or otherwise and, in any event and without limitation of the foregoing, any entity owning more than 50% of the voting securities of a second entity shall be deemed to control that entity.

**Application Form** means the application form completed and signed by you requesting to receive services from us.

**Authorised Representative** means any person you notify to us by using the relevant Application Form and who is duly authorised to give instructions on your behalf and operate your Accounts.

**Banking Day** means a day other than a Saturday or Sunday, on which the banks in England and the principal financial centre of the applicable currency are open for the conduct of banking business and, where the applicable currency is the Euro, any day on which the Trans-European Automated Real-time Gross Settlement Express Transfer payment system is open for the settlement of payments in Euro.

**Charges** means any costs, fees and expenses you shall pay us. Charges are detailed in our tariff sheet, as amended from time to time (available on our website or upon request), and where possible shall be notified to you by your Relationship Manager before the charge is incurred.

**Charity** means a body whose annual income is less than £1 million and is a charity under the Charities Act 2006, the Charities and Trustee Investment (Scotland) Act 2005, or the Charities Act (Northern Ireland) 2008.

**Current Account** means a non-interest-bearing account with BLME allowing you to draw against the funds in such account, and includes any transfer account opened when you open a Deposit Account.

**Cut-Off Time** means 12:00 (noon) London Time on any Banking Day.

**Delay Period** means the period of time after 10 Banking Days from when any Charge became payable by you to BLME to the date when the Charge is actually paid by you to BLME.



**Deposit Account** means an account with BLME for the purpose of earning profits.

**Electronic Communications** means any form of message made by any type of telecommunication, digital or information technology device (including fax, email and the internet).

**EEA** means European Economic Area, which is all the countries in the EU plus Iceland, Norway and Liechtenstein.

**EU** means the European Union.

**Euro** means, for the time being, the single currency of participating EU member states.

**London Time** means the time in London, United Kingdom.

**Losses** means all losses, costs, fees, expenses, damages and liabilities, excluding any costs incurred in providing any funding to you and any opportunity costs.

**LPR** means the Legal Personal Representative.

**Micro-Enterprise** means a business which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed €2 million.

**Payment Order** means any instruction to make a payment or withdrawal (for example by standing order, direct debit or direct transfer) from your Account.

**Reference Exchange Rate** is a rate for converting one currency into another which will be the market rate, selected by BLME in its discretion, at the point in time when any conversion is to take place.

**Regulatory Requirement** is any obligation (i) we have to comply with under any law or regulation (including any tax legislation or rules made by an applicable regulatory body), or as the result of a decision by a court, ombudsman or similar body, or (ii) under any industry guidance or codes of practice which we follow.

**Relationship Manager** means any relationship manager within BLME with whom you have dealings from time to time.

**Sterling** means the lawful currency of the United Kingdom.

**UK** means the United Kingdom.

**US Dollar** means the lawful currency of the United States of America.

## 40 Interpretation

In the Agreement, unless the context requires otherwise:

- a) a reference to any statute or regulation will be construed as a reference to the same as it may be amended, modified or re-enacted from time to time;
- b) headings and titles are for convenience only and do not affect its interpretation;
- c) the singular includes the plural and vice versa; and
- d) words and expressions defined in any statute or regulation will have the same meaning in the Agreement.