



WEATHERBYS

BANK

GUIDE TO YOUR ACCOUNT TERMS AND CONDITIONS

Covering our Current Accounts and Online & Mobile Banking

Important information

There are three sections in this document:

1. Section 1: Your relationship with us

This sets out information you need to know about your relationship with us. It includes important information such as **the charges you will pay, what you must do to protect your account, what happens if things go wrong and how to close your account or switch accounts**. This section applies to everyone.

2. Section 2: Information about payments and debit cards

This sets out information you need to know about making and receiving payments. It includes important information such as **how long it takes to make a payment and what happens if you change your mind about making a payment**. It also includes information about debit cards and debit card payments. This section applies to everyone.

3. Section 3: Additional accounts and services

This sets out additional information which applies to our **Racing Bank Accounts, Non-Personal Bank Accounts** and our **Online and Mobile Banking services**. This section only applies to you if you use those accounts or services.

Section 1: Your relationship with us

This sets out information you need to know about your relationship with us. It includes important information such as the charges you will pay, what you must do to protect your account, what happens if things go wrong and how to close your account or switch accounts. This section applies to everyone.

1. Our agreement with you

- 1.1. When you open a bank account with us, whether it is an account with Weatherbys Private Bank or Weatherbys Racing Bank, you are setting up an agreement with Weatherbys Bank Limited. That agreement is made up of a number of documents which contain important information you need to know about your account and other products and services that we provide. The documents which make up your agreement with us are:
 - These Terms and Conditions
 - The Current Account Charges document
 - The Fee Information Document
 - Our Privacy Policy (you can find a copy at www.weatherbys.bank/privacy-policy).
- 1.2. If you take out other products with us such as mortgages, loans, an arranged overdraft or investments, these terms and conditions won't apply to them. We will provide the terms and conditions for those products to you separately when you take them out. We will also provide separate terms and conditions if you require investment and wealth advice or certain foreign exchange services.
- 1.3. You should read all of the documents carefully and keep a copy for your records. You can request a copy of the documents at any time by contacting us. They are also available on our website and can be accessed at any time.
- 1.4. If you are a Racing Bank client or have a non-personal account, the terms in Sections 1 and 2 of this document apply to you, but Section 3 provides terms specific to your account(s). Where there are differences between Section 1 and Section 3, the terms in Section 3 will apply.
- 1.5. If you have any queries at all, please contact us. You can do that by getting in touch with your Relationship Manager (if you have one) or using the contact details in the "Keeping in touch" section below. Some of our clients have Relationship Managers, Private Bankers, or other named individuals as a primary point of contact at the Bank. Within these Terms, for ease, we refer to all of these as Relationship Managers.
- 1.6. When we say "we", "us", and "our", we mean Weatherbys Bank Limited. When we say "you" and "your", we mean the account holder(s).
- 1.7. When we refer to a "Working Day", we mean a day other than a Saturday, Sunday, or Bank or Public Holiday. Any reference to a time of day means London time.

2. Keeping in touch

- 2.1. You can contact us by:
 - Telephone: if you are a client of Weatherbys Private Bank you can call your private banking team or the Bank Helpdesk on **+44 (0) 1933 543 600**. If you are a client of Weatherbys Racing Bank, you can call your Relationship Manager or the Bank Helpdesk on **+44 (0) 1933 543 543**.
 - Email: if you are a client of Weatherbys Private Bank you can email your private banking team or privatebank@weatherbys.bank. If you are a client of Weatherbys Racing Bank, you can call your Relationship Manager or racingbank@weatherbys.bank.
 - Post: our address is Weatherbys Bank Limited, Sanders Road, Wellingborough, Northamptonshire NN8 4BX.
- 2.2. The address that you (or any of you, in the case of joint accounts) give us for each account will be the address we use when we write to you. If you want to change the address we use, you need to write to us to tell us.
- 2.3. We can contact you by writing to you, using email, text message and/or telephone. We can also contact you through Online Banking or Mobile Banking if you use those services.
- 2.4. If you change your contact details at any point, you should tell us quickly to ensure our communications reach you and do not fall into the wrong hands.

2.5. When we contact you, we will assume that communications reach you in the following timescales:

If we contact you by first class post	Two Working Days after posting
If we contact you by second class post	Three Working Days after posting
If we contact you by airmail	Five Working Days after posting
If we contact you by email	At the moment the email is sent
If left at your registered address	At the time of delivery

2.6. We will always communicate with you in English.

2.7. If we are worried about fraud or security threats relating to your account, we will contact you from a recognisable Weatherbys Bank line and wherever possible by a known individual. We recommend that if you are unsure who you are speaking with, you call back on a known number for Weatherbys Bank. If we cannot speak with you directly, we will leave a message asking you to call us back. You may do this at any time of the day or night and on any day of the year. If you are a client of Weatherbys Private Bank you can call your private banking team or the Bank Helpdesk on **+44 (0) 1933 543 600**. If you are a client of Weatherbys Racing Bank, you can call your Relationship Manager or the Bank Helpdesk on **+44 (0) 1933 543 543**.

3. Opening an Account

- 3.1. These Terms and Conditions will start to apply when we open an account for you. We can always refuse to open an account. Please contact us to check your eligibility for an account if you are resident outside the UK.
- 3.2. We are required, by law, to verify the identity of any person who wants to open an account with us. We will undertake an electronic search to verify your identity and residential address. This involves checking the details you provide to us against details on databases held by our authentication services provider. We will check:
- our own records
 - records at credit reference agencies. When credit reference agencies receive a search from us they will place a search footprint on your credit file that may be seen by other lenders. They supply to us public information (including the electoral register) and shared credit and fraud prevention information
 - records at fraud prevention agencies
 - other records, such as relating to sanctions, political exposure and adverse media
- 3.3. If we are unable to verify your identity, we may contact you to ask for further information or acceptable identification documents.
- 3.4. All non-UK residents must provide certified copies of acceptable identification documents.
- 3.5. We may make future searches at credit reference agencies and fraud prevention agencies from time to time to manage your account(s) with us or when assessing any application for credit.
- 3.6. Our personal current accounts (including our joint accounts) must not be used for business purposes. If you wish to open a Non-Personal Account, please contact us.

4. Fees and Charges

- 4.1. The main type of charge which you may need to pay on your Private Bank current account is our monthly management fee. This monthly management fee does not apply to Racing Bank Accounts or Non-Personal Accounts – See Section 3 for the relevant charges. Details of our current charges can be found in our Current Account Charges document, which can be found here: www.weatherbys.bank/help-and-support/important-information. Any charges not set out in our Current Account Charges document will be explained to you before they are incurred, wherever this is possible.
- 4.2. We may apply interest, fees, charges and other costs to your account, even if this results in, or increases, any overdraft (whether it is an arranged overdraft or not).

- 4.3. When making a payment, the recipient's bank could apply a charge (particularly if the recipient is outside of the UK). We may not know the details of those charges. We won't be responsible where we are unable to tell you about charges or other costs because they don't originate from us.

5. Interest we pay

- 5.1. Details of our current interest rates and how and when interest is applied to your account are set out in our Key Facts document given to you when opening your account. The information is also available on request and on our website.
- 5.2. We pay interest gross. If you are a UK tax payer you may have to pay tax on any interest you earn. It is your responsibility to make sure you comply with all of your tax obligations. For information and guidance, please refer to the HMRC website.
- 5.3. We will provide free of charge an 'interest certificate' automatically once a year (normally in April) provided that the total interest credited exceeds £1. We can also provide this on request for any amount credited and we will let you know the cost of this service before raising a certificate.

6. Statements

- 6.1. Unless we have agreed otherwise with you, we will provide a statement to you each month, either by post, by making it available through our Online Banking Service (if you have opted into receiving online statements), or by sending you an email to let you know that your statement is available to view on our Online Banking Service. These statements are provided free of charge. Transaction information is also available through our Online Banking Service or Mobile Banking App.
- 6.2. We can provide duplicate or additional statements on request, but we can charge you for these. We will always tell you what the charges are before they are incurred.
- 6.3. We recommend you check your bank statements and let us know us as soon as possible if anything looks wrong or if there are transactions you do not recognise.

7. Borrowing from us

- 7.1. It is always our decision whether to allow you to borrow from us.
- 7.2. You may only borrow from us if you are aged 18 years or over.

8. Overdrafts

- 8.1. An overdraft is a way of borrowing money through your Current Account. You will go into an overdraft if you make a withdrawal, transfer money from, or make a purchase using your Current Account that takes your available balance below zero.
- 8.2. There are two different types of overdraft; arranged overdrafts and unarranged overdrafts:
- An arranged overdraft is one that has been agreed with us in advance. We will provide you with an agreed overdraft limit and explain how that can be used.
 - An unarranged overdraft is one that has not been agreed with us in advance or where you go over the agreed limit of any arranged overdraft with us. This may arise where we let you borrow using your Current Account to make a particular payment or charge.
- 8.3. You can apply for an arranged overdraft on your Current Account by contacting us. All arranged overdrafts are subject to application and your financial circumstances. When you apply, if we agree to an arranged overdraft, we will provide you with information about our arranged overdraft together with the relevant terms and conditions, including the interest rate that applies. We will review the limit of any arranged overdraft periodically and may change that limit or withdraw the arranged overdraft altogether as explained below.
- 8.4. If there are insufficient funds in your account, we may allow you to go overdrawn temporarily and therefore have an unarranged overdraft. We do not have to do this and can refuse to make a payment or allow a withdrawal that will take your balance below zero. If we do let you borrow using an unarranged overdraft you must get your account back into credit, or within any agreed arranged overdraft limit as soon as possible. We may at any time require you to repay an overdrawn balance on your account, whether the balance is agreed or not. We may also repay any overdrawn balance on your account either partly or wholly from any money held in another account or accounts that you have with us.

- 8.5. Before we allow a payment or withdrawal to be made where you don't have the funds in your account, or you are increasing the overdrawn amount on your account, we will assess your financial situation and decide whether we consider you will be able to repay the money together with any other factors we consider relevant.
- 8.6. You will have to pay interest on both arranged and unarranged overdrafts at our applicable overdraft interest rate:
- Arranged overdraft: Information about the arranged overdraft interest rate and when and how it applies is set out in our arranged overdraft terms and conditions.
 - Unarranged overdraft: Interest on any unarranged overdraft is payable on the amount you borrow using that overdraft at the interest rate applicable at the time you became and continue to be overdrawn. This interest rate is set as a percentage over the base rate of Weatherbys Bank Limited. It is variable which means we can change it from time to time as detailed in clause 12 below. We will always update our Charges information available on our website before the interest rate is changed. The current interest rate applicable to any unarranged overdraft is set out in the Current Account Charges document which forms part of this agreement but is also available from your Relationship Manager or on our website. We charge interest on the amount you have borrowed under the unarranged overdraft daily from the first day your account became overdrawn without our agreement, or you went over any agreed overdraft limit. We will continue to charge interest on the amount borrowed until it is repaid in full.
- 8.7. If you exceed your arranged overdraft limit or an unarranged overdraft arises, we can refuse to make a payment, and this will attract a further charge (details of which are in our Current Account Charges document and available on our website).
- 8.8. If we allow an unarranged overdraft at any time this does not mean that we will allow a future payment where there are insufficient funds, or that any arranged overdraft limit we have agreed with you, has changed. All overdrafts are repayable on demand which means we can ask you to repay it, or any part of it, at any time. For current account overdrafts, we may reduce any limit applied, or cancel your overdraft facility entirely, at any time. We will typically let you know if we intend to do this, however we cannot always provide advance notice of this to you. You can reduce your arranged overdraft limit or ask us to remove the overdraft facility by contacting us. You will need to repay the sums outstanding, including interest and charges, before any changes are made.
- 8.9. Debit interest will be charged to your account monthly in arrears.
- 8.10. Before we deduct interest for standard account services from your account, we will give you at least 14 days' notice of how much we will deduct.
- 8.11. We may share details of any arranged or unarranged overdraft you have with credit reference agencies and this may have an impact on your credit status.

9. Exchange rates

- 9.1. The exchange rates we use are variable exchange rates which are changing constantly throughout the day (for example, to reflect changes in foreign exchange markets). We refer to these exchange rates as the "Weatherbys Bank Exchange Rate". The Weatherbys Bank Exchange Rate is determined by us. It will apply to a payment you make or receive unless we agree a specific exchange rate with you. You will be able to see the exchange rate which has been applied to a payment you have made or received on your statement. We will apply the exchange rate at the time that your payment is processed. You can contact us to find out more about the rate which will apply to a payment.
- 9.2. If you make a payment that involves an exchange into a foreign currency, and that payment is returned to us, we will convert the returned payment back to the original currency using the Weatherbys Bank Exchange Rate which is applicable when we received the returned payment. We are not responsible for any changes in the exchange rate. The money you get back could be less than the original payment out of your account. The same principle applies if you cancel an instruction before a payment is made but after we have converted the payment into another currency.
- 9.3. Different exchange rates apply to cash withdrawals using your debit card and where you use your debit card to make a payment in a currency other than Sterling. We cover this in the information about debit cards in Section 2.

10. Protecting your account

Changes to personal details

10.1. You should let us know as soon as possible if you change your name, address, telephone number, email address, gender, nationality, move to another country or change the way you sign your name. If we do not hold correct information this may have an impact on the service we can provide to you. We may also need to freeze your account to protect us both.

Security steps

10.2. It is vital that you take care of your cheques, cards, PINs and other security information to help prevent fraud and protect your account(s). Below are some things you should and shouldn't do to assist with this.

DO:
Tell us as soon as you discover that: <ul style="list-style-type: none">• your cheque book or card has been lost or stolen,• someone who shouldn't know your security details such as your PIN, password, or your log-in details for our Online Banking Service or Mobile Apps, or• if there is any activity on your account you do not recognise. If you are a client of Weatherbys Private Bank call your private banking team or the Bank Helpdesk on +44 (0) 1933 543 600. If you are a client of Weatherbys Racing Bank call your Relationship Manager or the Bank Helpdesk on +44 (0) 1933 543 543.
Advise us immediately of any change to your address or contact telephone numbers.
Keep your card receipts and other information about your account containing personal details safe.
Use Verified by Visa whenever possible to make online purchases safer, and keep the password safe at all times.
Be aware that your post is valuable information in the wrong hands. If you are expecting a paper statement from us and do not receive it, contact us as soon as possible.
If you send a cheque through the post, it will help to prevent fraud if you clearly write the name of the person you are paying the cheque to and put extra information about them on the cheque. For example: <ul style="list-style-type: none">• if you are paying a cheque to a large organisation such as the Inland Revenue, write on the cheque the name of the account you want the cheque paid into (for example, Inland Revenue – account name, reference 123456).• if you are paying a cheque into a bank or building society account, always write on the cheque the name of the account holder (XYZ Bank, account name).
Draw a line through any unused space on a cheque that you write so that unauthorised people cannot add extra numbers or names.
Keep your computer secure. Use anti-virus and spyware software and a personal firewall.
Keep all passwords and PINs secret.
Shield your PIN when using a cash machine and making purchases, and your password when using it to log in to the Online Banking Service or Mobile Banking App.
Follow any reasonable instructions we give you relating to security procedures for your account(s), card, PIN or passwords.
Memorise your PIN when you receive it and then destroy or delete the notification.
Sign any debit card you receive from us immediately, keep it safe and activate it by calling us. If you are a client of Weatherbys Private Bank, call your private banking team or the Bank Helpdesk on +44 (0) 1933 543 600 . If you are a client of Weatherbys Racing Bank, call your Relationship Manager or the Bank Helpdesk on +44 (0) 1933 543 543 . Alternatively, you can activate a card using our Mobile Card App.

DO NOT:

Keep your cheque book and cards together.

Allow anyone to use your card or security details like your PIN or password (other than an authorised Third Party Provider – see “Using Third Party Providers” to learn more about these).

Respond to any e-mail asking you for your security details such as your login details, any PIN or one time passcode. Neither the police nor Weatherbys Bank will ever contact you to ask you to reveal your online banking or password details. Visit www.getsafeonline.org for further information in this area.

Write down your PIN or passwords.

Allow any other person access to any mobile device (e.g. by way of fingerprint or face recognition ID) upon which your card is registered to make payments.

Interfere with any magnetic strip on your card.

11. Changing our Terms and Conditions or charges

11.1. As this agreement does not have an end date, we may need to change these Terms and Conditions or the charges you will pay in the future. We may need to do this if:

- We make a change to the systems we use or the technology we use
- There is a change to law, regulation or guidance, or we are preparing for an upcoming change
- We need to take account of decisions or recommendations made by the courts, regulators or the Financial Ombudsman Service
- The amount it costs to run your account changes
- We want to make these Terms and Conditions or our charges clearer, or correct mistakes
- We change a service we provide, or stop providing it.

We may also need to do this for other reasons which are not covered above. If that’s the case, we will always act reasonably.

11.2. We will provide you with written notice of any change by post, statement message, statement insert or e-mail.

11.3. If we wish to make a change, we will usually give you at least two months’ notice before we make the change irrespective of whether the change is favourable or unfavourable to you.

11.4. If you are unhappy with the change we are making, you can close your account(s) with us without charge at any time before the date the change starts to apply. If we do not hear from you before the date the change starts to apply, you will be treated as if you have accepted the change.

11.5. If we have made a major change or a number of minor changes in any year, we will give you a copy of the new Terms and Conditions or a summary of the changes.

12. Changes to interest rates

12.1. We can change interest rates immediately without giving you notice beforehand if:

- the change to the actual interest follows a change to a reference interest rate; or
- the change benefits you.

- 12.2. Otherwise, we will give you at least two months' notice before we make a change. We will provide you with written notice of any change by post, statement message, statement insert or e-mail. Clause 11 includes examples of the types of reasons we might change the interest rate, but there could be other reasons not listed in clause 11 (in which case we will always act reasonably when making changes).

13. Using Third Party Providers

- 13.1. If you have our Online Banking Service or Mobile Banking App, you will be able to use authorised companies that provide Payment Initiation Services or Account Information Services in relation to your account.
- Payment Initiation Services are services that allow you to use a third party to instruct payments to be made from your account.
 - Account Information Services are services that allow you, for example, to see your accounts with different providers in one place.

We call these Third Party Providers or TPPs.

- 13.2. If you choose to share information with a TPP, you do so at your own risk. You should check that the TPP is authorised before you use them. You can do this by checking the FCA register at www.fca.org.uk.
- 13.3. We don't have any control over TPPs, their services or how your information will be used by them. It is your responsibility to agree the scope of the services with the provider.
- 13.4. If you ask us to share any information with a TPP that is not about you, for example, in relation to a joint account, it is your responsibility to make sure you have told and obtained permission from any other persons or organisations.
- 13.5. Sometimes we may need to stop a TPP from accessing your account. We will only do this if we have concerns about fraud or unauthorised access. If we do this, we will contact you by telephone beforehand if we can, or as soon as we can afterwards, to explain it has happened and why. The only time we won't contact you is if it would break the law or we have concerns about security. We will let the TPP access your account again as soon the reason we stopped them accessing it has been resolved.

14. What happens if things go wrong?

Where payments are made incorrectly

- 14.1. We will make payments based on the information that we have told you we require and that you give to us. If you do not give us correct information (e.g. if you give us the wrong account number for the person you want to pay), we won't be responsible for problems with the payment (e.g. if the payment is not made, is delayed or is sent to the wrong person). If this happens, you can ask us and we will try to recover the money and let you know the outcome. If that doesn't work, you can ask us in writing for information which will help you to bring a claim against the person who shouldn't have received the money.
- 14.2. If you provide the correct information to us, we are responsible for making sure the payment is made correctly and that it reaches the bank of the recipient. If we get it wrong, we will provide a refund to you (if the payment left your account) and we will also refund any interest you have paid or lost out on, and any charges you have paid. You need to tell us within 13 months of the payment leaving your account, otherwise we won't be able to provide a refund.
- 14.3. Once the payment reaches the recipient's bank, it is their responsibility to make sure the payment is added to the bank account of the recipient. Similarly, if you are receiving a payment and we have made an error, we will make sure the funds are made available to you and refund any interest you have paid or lost out on, and any charges you have paid as a result.
- 14.4. Where there has been an error with a payment, we will try to trace it for you if you ask us to (even if the other bank is at fault).

Payments for unexpected amounts

- 14.5. For some types of payments (e.g. debit card payments made in certain countries), we will provide a refund if, when you agreed that the payment could be made, you didn't know what the amount of the payment would be and it turned out to be higher than you could have expected. This can sometimes happen with hotel bookings or car hire payments. If you are not sure whether you are entitled to a refund, please ask us and we will help and explain whether you are entitled to one.

- 14.6. We won't be able to provide a refund if you agreed the payment could be made directly with us and information about the payment was provided or made available to you at least four weeks before the payment due date.
- 14.7. If you are entitled to a refund, we will refund the full amount of the payment and any interest you have paid or lost out on as a result. You must request a refund within 8 weeks of the date that the money left your account, otherwise you won't be entitled to one. We may ask for information from you before we can provide the refund.
- 14.8. Direct debit payments have their own refund rules. If you would like some more information about this, please contact us.

What happens where payments are made into your account by mistake

- 14.9. If we reasonably believe that a payment was made into your account by mistake, we will return it to the paying bank and take the amount out of your account. If this happens, we don't have to ask you to agree to this, but we will normally tell you beforehand.
- 14.10. If you receive a payment which you think was intended for you, and the person who made the payment says it was not, we may need to share information about you with the bank which made the payment. They will pass this to their customer so that their customer can take further action.
- 14.11. If you receive money by mistake because of a system error (you receive a duplicate payment), we have the automatic right to take this money out of your account to correct the error.

Where there are payments on your account you don't recognise

- 14.12. Where a payment has not been authorised by you, we will refund the amount of the payment, together with any charges you have paid and any interest you have paid or lost out on.
- 14.13. Once we become aware of the unauthorised payment, we will usually provide the refund by the end of the next Working Day. We won't be able to do that where we have concerns you have acted fraudulently meaning we need to do some further investigations.
- 14.14. If we provide a refund then investigate further and find you weren't entitled to one, we will be able to take the refund back out of your account.
- 14.15. Sometimes we won't be able to provide a refund. This is the case if:

You acted fraudulently.
You didn't tell us quickly enough that your card or security details were lost or stolen, or that someone was using them who shouldn't be - you mustn't delay in doing this.
You have purposefully failed to look after your card or security details.
You have been very careless in looking after your card or security details.
It has been more than 13 months since the payment left your account.

- 14.16. Despite the above, unless you've acted fraudulently, you will still usually be entitled to a refund if:

The payment came out of your account after you told us your card or security details were lost or stolen.
You couldn't tell us your card or security details were lost or stolen because of a problem with our systems
We didn't do the checks we are required to do by law when you were making the payment.
You purchased something online, by telephone or by post.
All or part of the unauthorised payment came out of your overdraft - in that case, we will refund the amount that came out of your overdraft, unless you have agreed to someone else using your card or security details.

15. Our responsibility to you

- 15.1. If things go wrong and you suffer a loss, you won't be able to recover from us any losses we couldn't have reasonably anticipated you would incur when dealing with you.
- 15.2. We will also not be responsible to you in any circumstances for:
- loss of business;
 - loss of goodwill;
 - loss of opportunity; and/or
 - loss of profit.
- 15.3. If you communicate with us by email, our Online Banking Service or our Mobile Banking App (what we call "Electronic Communications"), you should be aware that there is always a risk of errors or interruptions in those services due to the very nature of the internet and electronic communications.
- 15.4. We won't be responsible for:
- errors or interruptions in Electronic Communications unless we are to blame;
 - losses or delays in the transmission of any Electronic Communications which are caused by an Internet Service Provider or by a software failure;
 - any breaches of security (beyond our reasonable control) in using Electronic Communications;
 - any delays or for not carrying out any Electronic Communications instructions while we complete or attempt to complete any verification procedure; or
 - any failure to carry out your instructions given by Electronic Communication for any cause that is beyond our reasonable control. This includes, in particular, any suspension of the Electronic Communication service resulting from maintenance and upgrades, unless we are conducting such works and have not given you advance warning.

16. Joint Accounts

- 16.1. A joint account is an account opened in the names of two or more people. You can have an individual account as well as a joint account. Joint accounts are useful where your finances are closely linked with someone else's finances, but with the added convenience comes extra responsibilities. Some of these are important and may not be obvious. You should only open a joint account if you and the other joint account holders understand the commitments you are entering into. This section explains some of the things to look out for.
- 16.2. The way a joint account is operated is governed by the mandate. The mandate confirms who is authorised to operate the account. The standard position is that all account holders can use all of the features of the account, see all information about transactions and give us instructions, but the mandate can restrict this by requiring specific joint account holders to give instructions or to sign whenever a payment is made or money is taken out of the account. Each joint account holder must sign a copy before the mandate comes into force. If you want to change the position set out in the mandate, you will need to contact us and we will discuss this with you and confirm the process.
- 16.3. **Each joint account holder is separately responsible and together you are jointly responsible for any debt on the joint account.** This may be the case even if only one of you puts all the money into the joint account, only one of you takes all of the money out and spends it or if a joint account holder was not aware of any transaction or debt.
- 16.4. If you have agreed an any-to-sign joint account, the other joint account holder(s) will be able to make the joint account go into an unarranged overdraft without your knowledge or agreement, if we allow them to do so, for example, if we allow a payment despite lack of funds. **Remember that, as a joint account holder, you personally are responsible for paying off that unarranged overdraft, even if you did not agree to it or did not know about it.**
- 16.5. When you set up an account in joint names that allows you to borrow money, generally a financial link or 'association' will be created at credit reference agencies. This means that your financial affairs and those of the other joint account holders may be treated as affecting each other. You may find it more difficult to get credit, even in your own name, if another joint account holder has a bad credit history or runs into problems in future. Equally, if the other joint account holders have a good credit record, you may find it easier to obtain credit in your own name.

- 16.6. You can arrange between yourselves how the money in the joint account is to be split. That is a private matter between the joint account holders.
- 16.7. If we become aware that there is a dispute between the account holders, we may insist that all account holders authorise all future transactions. You or we may also decide that it is best to freeze the joint account so that no new transactions can be made on it.
- 16.8. The name of an account holder can only be removed when all account holders agree in writing, any money owing has been repaid and all stationery relating to the account holder has been returned.
- 16.9. If a joint account holder dies, any money in the account will belong to the surviving account holder. Any surviving account holder can operate the account on their own unless we are notified in writing to the contrary.
- 16.10. Ordinarily, only one statement is produced for a joint account. Copy statements can be produced, but there is a cost for this service.

17. Cancelling your account

- 17.1. If you are not happy about the choice of account, you may cancel within 14 days of the date you entered into your agreement with us for that account. If you received these Terms and Conditions from us in hard copy or electronically later than that, you may instead cancel within 14 days of receiving them. If you want to cancel, you should use the usual contact methods for letting us know – see “Keeping in Touch”.
- 17.2. We will help you to switch to another of our accounts or we will give you all your money back with any interest it has earned. We will ignore any notice period and any extra charges.
- 17.3. If you don’t cancel this agreement, it will continue indefinitely until either you or we end it.

18. Closing your account

- 18.1. Your agreement with us will continue until you or we end it.
- 18.2. You may close your account at any time, by writing to us or by telephone.
- 18.3. We can close any of your accounts or end our agreement with you for any reason as long as we give you at least two months’ written notice.
- 18.4. We can close any of your accounts, end our agreement with you or suspend your account(s) and/or any services we provide immediately if:

We reasonably think that you are using your account or our services in a way which isn’t allowed under our agreement with you (for example, you have used your personal account for business purposes).

We reasonably think you were not entitled to open your account.

We reasonably think that you have failed to keep your security details secret.

We reasonably think that you are using your account or our services in a way which isn’t allowed under law or regulation.

We need to close your account to allow us to meet our obligations under law or regulation.

We reasonably think that your account is or has been used fraudulently or for illegal purposes.

You have used offensive, aggressive, threatening, abusive or other unacceptable behaviour towards any of our staff.

You have provided false or misleading information to us about you or your account.

We find you have been convicted in the UK or elsewhere for any offence of fraud, money laundering, tax evasion or any other form of financial crime.

As a result of the way in which you are using your account, we reasonably think that you may have difficulty meeting your financial commitments to us.

A petition for bankruptcy or sequestration has been presented against you, or you enter into an Individual Voluntary Arrangement or have a Debt Relief Order or are otherwise deemed to be insolvent in any way (or any equivalent process or procedure in the country where you are based).

We suspect that you are using your account to send or receive payments to and/or from any person or business that exceeds our risk appetite, for example, from a person or business in a location we consider to be high risk.

We reasonably think that your use of your account or our services could damage our reputation.

18.5. If we close your account immediately, we will let you know that we have done so in writing by email or post.

18.6. When your account is closed, whether at your request or at ours:

- you must pay back any money you owe to us, including any interest or charges
- you must destroy any debit cards or cheque books
- if there is money in your account, we will either transfer it to an account with another bank or send a cheque to you at the address we have on our records at the time of closure
- if you have standing orders or direct debits set up on the account, you will need to inform the people they are set up with, as we won't do this for you.

18.7. On the closure of your account, the agreement between you and us will end but certain parts of these Terms and Conditions will continue to apply – see “What happens if things go wrong”, “Our responsibility to you”, “Set-off”, “Validity of Terms”, “Waivers”, “Third Party Rights”, “Where you have a complaint” and “Laws and courts which apply to this agreement”.

19. Where you want to switch your account

19.1. If you tell us you want to switch your account, we will help you to switch to another of our accounts or to another bank. If you want to switch to another bank, we will give you all of your money back, together with any interest that you are owed, within 30 days of you telling us you want to switch. If you have used an overdraft, you will need to repay this before you can close the account and must do so within 30 days of you telling us you want to switch.

19.2. We participate in the Current Account Switching Service (“CASS”). If your new bank is also a member of the CASS scheme, we will automatically switch any payment instructions to your new bank, re-direct any payments and transfer any available credit balance within seven Working Days (as prescribed by the scheme).

20. Where we need to transfer you to a different account

20.1. If we are no longer offering your existing account or you are no longer eligible for that account (for example, because you move out of the UK), we can transfer you from your existing account to another account. We will pick an account we reasonably believe is appropriate for you.

20.2. We will give you at least two months' notice of this and will provide you with the main features of the new account.

21. When you don't use your account for a long time

21.1. If you don't use your account for a period of time we will mark it as dormant to protect it. The relevant period of inactivity before this happens depends on the product, but typically ranges from 2 to 5 years. When this happens, you will not be able to access the money in the account without contacting us.

21.2. The money in your account will always be yours and you can contact us at any time to access the account or to gain access to the monies or an equivalent amount regardless of how many years have passed, as long as you complete any security checks we need to do.

22. Set-off

22.1. Sometimes we can reduce or repay amounts you owe us by using money we hold in other accounts you have with us. This is called our right of set-off.

22.2. We can only take money from certain accounts:

The account is just in your name	You have a joint account
We can use money from any other accounts held in: <ul style="list-style-type: none">• just your name• joint accounts held in your name and the name of another person	We can use money from any other accounts held in: <ul style="list-style-type: none">• just your name• just the name of the other joint account holder• joint accounts held by you and the other joint account holder

22.3. If accounts we are taking money from are not in Sterling, when we use our right of set-off you authorise us to convert the money to Sterling. We will use the Weatherby Bank Exchange Rate that applies as at the date of the currency exchange – see “Exchange Rates” for more details.

22.4. We will only exercise our right of set-off if we think it is reasonable to do so and we will always consider your circumstances and any regulatory requirements.

23. Where you have a complaint

23.1. We pride ourselves on providing an excellent level of client service but there may be times when you might wish to complain about something we did not get quite right.

23.2. When that happens, we would encourage you to tell us about your complaint so we can put things right. If you are a client of Weatherbys Private Bank you can call your private banking team or the Bank Helpdesk on **+44 (0) 1933 543 600**. If you are a client of Weatherbys Racing Bank, you can call your Relationship Manager or the Bank Helpdesk on **+44 (0) 1933 543 543**. Or you can write to: Complaints, Weatherbys Bank Ltd, Sanders Road, Wellingborough, NN8 4BX.

23.3. You can find out more about our complaints process at www.weatherbys.bank/complaints.

23.4. If you are unhappy with the outcome of the process, you may be able to take your complaint to the Financial Ombudsman Service. You can contact them at financial-ombudsman.org.uk or at Exchange Tower, London, E14 9SR, or by telephone on 0800 023 4567 or 0300 123 9123.

23.5. We do not use alternative dispute resolution procedures (this would be relevant to any business customers who are not eligible to take complaints to the Financial Ombudsman Service).

24. Power of Attorney

A power of attorney can be applied to an account. If you appoint a power of attorney, we will treat them as if they are you. They will be able to give instructions to us and operate your account. If you have a joint account, normally the most convenient thing to do is to make the attorney a signatory on the account. This will enable them to operate the account on the terms of the mandate.

25. Mental incapacity

If an account holder becomes mentally incapable, we cannot usually continue to operate the account without an order from the Court of Protection (in England and Wales) which protects the rights of mentally incapacitated people, or from the equivalent court or body in the country in which you are based.

26. Financial difficulties and how we may be able to help

26.1. If you find that you are in financial difficulty, you should let us know as soon as possible. We will do all we can to help you overcome your difficulties. With your cooperation we will develop a plan for dealing with your financial difficulties and we will tell you, in writing, what we have agreed.

26.2. The sooner we discuss your problems, the easier it will be for both of us to find a solution. The more you tell us about your full financial circumstances, the more we may be able to help you.

26.3. If you are in difficulty you can also get help from advice and debt counselling organisations. If you ask us, we will work with debt counselling organisations such as the Citizens Advice Bureau or Money Advice Centres to help you through your difficulties.

26.4. In certain circumstances we may pass your debt to another organisation or debt collection agency. We will always choose reputable firms. We will always tell you if the account has been transferred and someone else is dealing with the account on our behalf.

27. Information we hold about you

Any personal data that we collect about you under these Terms and Conditions will be processed by us as described in our Privacy Policy, available at www.weatherbys.bank/privacy-policy.

28. Call message recording

We monitor and record telephone calls and electronic messages for security purposes and to maintain and improve the service we provide.

29. Tax reporting and withholding - for customers who are subject to the tax regime of certain other countries (including the United States)

29.1. We are required by law or by agreement with tax authorities to report certain information about you and your relationship with us, including information about your accounts:

- to the tax authorities in the UK, which may then pass that information to the tax authorities in another country where you may be subject to tax; or
- directly to the tax authorities in other countries (such as the United States) where we reasonably think or are required to presume you are subject to tax.

29.2. Where we are required to report information about you and/or your relationship with us, including information about your accounts, this information includes information such as:

- the account number
- the amount of interest paid or credited to the account
- the account balance or value
- your name, address, country of residence and social security number or taxpayer identification number.

In addition, we may need you to provide us with further information, documents or certifications about your identity, tax residence, nationality and status.

29.3. If we are required to report information about your accounts, you agree that you will provide additional information or documents we need from you and that confidentiality rights under applicable data protection, bank secrecy or similar laws will not apply to information we report or obtain from you to comply with our obligations.

29.4. If you do not provide us with information or documents we need, we may:

- apply a withholding tax to amounts, including interest, we pay to you; or
- close your account

29.5. We will not be responsible to you for any loss you may suffer as a result of our complying with law or agreements with tax authorities, unless that loss is caused by our gross negligence, wilful default or fraud.

29.6. Other taxes or costs may exist that are not paid to us or charged by us.

30. Validity of terms

If a court decides that part of these Terms and Conditions was invalid or unlawful, the rest of the Terms and Conditions will still apply.

31. Waivers

Even if we delay in enforcing these Terms and Conditions (for example, if we allow you more time to pay what you owe to us), we can still do it later.

32. Things which happen which are out of our control

32.1. We won't be responsible to you if we can't perform our obligations under these Terms and Conditions if it is because something has happened which is unexpected and we couldn't perform our obligations, even if we had used all our efforts to do so. This includes, for example:

- the outbreak of war and hostilities, acts of terrorism or political crises
- a pandemic or epidemic
- a natural disaster
- a malfunction or failure of the internet or other transmission, communication, or similar facilities
- industrial action
- any regulatory or legal action taken that impacts our activities.

32.2. In such circumstances we shall be entitled to a reasonable extension of time for performing our obligations under this agreement.

33. Transferring rights and obligations

33.1. We can transfer our right and responsibilities relating to our agreement with you to someone else. We would only do this if we think the person we are transferring our rights and responsibilities to could carry them out.

33.2. Unless we tell you in writing that you can, you may not transfer any of your rights or responsibilities relating to your agreement with us or your account to anyone else. You cannot create any security over funds in your account in favour of someone else.

34. Third party rights

The contract is between you and us and no-one else has any rights under it. No-one else can enforce it.

35. Intellectual property

We own or licence all intellectual property rights in our brand and name, our software, our Online Banking Services and Mobile Banking App and all related materials. You won't get or have any rights in these things.

36. Laws and courts which apply to this agreement

36.1. The laws of England and Wales will apply to the agreement between you and us and any dealings we have with you before you open your account.

36.2. Any dispute about the agreement between you and us will be dealt with by the courts of England and Wales unless you live in Scotland, then any dispute will be dealt with by the courts in Scotland.

Section 2: Information about payments and debit cards

This sets out information you need to know about making and receiving payments. It includes important information such as **how long it takes to make a payment** and **what happens if you change your mind about making a payment**. It also includes information about debit cards and debit card payments. This section applies to everyone.

1. Payments

- 1.1. You can access your account(s) to make payments using our Online Banking Service, Mobile Banking App, telephone banking or by writing to us. The only exception to this is that some of our Racing Bank Accounts do not provide telephone banking. We do not have any branches which you can visit to arrange payments.
- 1.2. You must make sure that you have enough money in your account before a payment is requested from your account. If not, the payment may be returned unpaid and we may apply a charge. Details of such charges are included in the Current Account Charges document. Please also see the section “Overdrafts” which includes important information.
- 1.3. Limits may apply to payments you make and receive and to withdrawals you can make from your account. You can always ask us what the limits are and we will tell you (unless the limit is there for security reasons and it wouldn’t be appropriate to tell you). Limits may change from time to time.

2. Making payments

Payments in Sterling to accounts in the UK, standing orders and direct debits

<p>How you can tell us and authorise us to make a payment from your account</p>	<ul style="list-style-type: none"> • Using our Online Banking Service or Mobile Banking App and following the procedures relating to making a payment (which may include inputting security details) • By telephone, following the security procedures we tell you about on the phone • In writing, verified by your signature • By debit card, using your card and PIN, your card number and CVV or tapping your card to make a contactless payment • By giving us instructions via a third party, such as through a direct debit scheme or a Third Party Provider who you have asked to initiate a payment. <p>We will tell you if for some reason you can’t use any of these methods for a particular account or service.</p> <p>We may decide to receive payment instructions by email, provided that the email address is the one you have registered with us for the account.</p> <p>We may telephone you to confirm your instructions where we believe it reasonably necessary to do so. We will then only process the payment instruction when we have been able to verify it with you.</p> <p>If you have any concerns that a payment you are going to make might be connected to a scam, you should not make the payment and you should contact us immediately to discuss.</p>
<p>What information do you need to give to us to make a payment?</p>	<ul style="list-style-type: none"> • The sort code and account number for the person you want to pay • The name of the person you want to pay • The amount of the payment • The date you want us to deduct the payment from your account (if a future date) • Details of the purpose of the payment • Any reference identifying the payment. <p>To set up a standing order from your account, you’ll also need to tell us for what length of time you want us to make the payments.</p> <p>If you have previously made a payment to the same recipient and we have recorded this information on your account, with your consent we can make the payment in the absence of the above information being provided again.</p>

<p>When will the payment reach the person you want to pay?</p>	<p>If we receive your instructions before 3pm on a Working Day, we will be able to start working on them straight away.</p> <p>If we receive your instructions at or after 3pm on a Working Day or on a non-Working Day, we'll treat them as received on the next Working Day, but we will process them as soon as possible.</p> <p>For future payments, standing orders and direct debits, we'll treat them as received on the day you've asked for the payment to be made, or if that day is a non-Working Day, on the next Working Day.</p> <p>All payments will be made, where possible, by Faster Payment.</p> <p>A payment will usually reach the bank of the person you want to pay by the end of the same Working Day that we receive your instructions.</p> <p>All payments are subject to our fraud and security checks and there may be a delay in carrying out your instructions or receiving payments while these checks take place. Likewise, other banks involved in sending and receiving payments conduct their own checks and this could cause delay.</p>
<p>Will there be any charges?</p>	<p>See Current Account Charges document for details of transaction charges.</p>
<p>What happens if you change your mind and don't want to make the payment anymore?</p>	<p>You cannot change your instructions to us unless the payment is a future payment or a regular payment like a standing order or direct debit.</p> <p>For future payments, standing orders and direct debits, you can change your mind up to the end of the Working Day before the date the payment is due to be made. Tell us via email, Online Banking or by telephoning us. You should also tell the person who was due to receive the payment that you have cancelled the instruction.</p>
<p>Will we always make the payment, or are there circumstances where we might refuse?</p>	<p>We may refuse or be unable to follow your instructions if we:</p> <ul style="list-style-type: none"> • need to check the instruction is from you • consider the instruction is not clear, complete or in the required form • have any concern about fraudulent activity, that the instruction might be for an illegal purpose, or the instruction is connected to a scam, fraud or any other crime • the payment is more than any limit which applies • think that following your instruction might mean we breach any law or regulation • have applied any restrictions to your account regarding the amount of any transactions • the payment is a type of payment that we do not permit (if you have questions about which types of payments are not permitted, please contact us) • think there may be a dispute between joint account holders or • think you may have breached the agreement between you and us. <p>We will notify you of this as soon as possible, by telephone or email. We will typically explain to you the reasons for our refusal and let you know how you can correct any errors in your instructions, unless it would be unlawful for us to do so.</p>
<p>What else might I need to know?</p>	<p>If you instruct us to make a payment and we are notified by CASS that the intended payee has switched accounts using CASS, we will update the account details of the person you are trying to pay.</p> <p>We provide information to our customers about scam payments from time to time, and whenever we consider it particularly important. Please contact us if you would like to discuss scam payments and we will provide you with additional information.</p>

Sending money outside the UK and sending money in a currency other than Sterling - Electronic Fund Transfers, SWIFT Payments and Standard International Payments

<p>How can you tell us and authorise us to make a payment from your account?</p>	<ul style="list-style-type: none"> • Using our Online Banking Service or Mobile Banking App and following the procedures relating to making a payment (which may include inputting security details) • By telephone, following the security procedures we tell you about on the phone • In writing, verified by your signature • By debit card, using your card and PIN, your card number and CVV or tapping your card to make a contactless payment • By giving us instructions via a third party, such as through a direct debit scheme or a Third Party Provider who you have asked to initiate a payment. <p>We will tell you if for some reason you can't use any of these methods for a particular account or service.</p> <p>We may decide to receive payment instructions by email, provided that the email address is the one you have registered with us for the account.</p> <p>We may telephone you to confirm your instructions where we believe it reasonably necessary to do so. We will then only process the payment instruction when we have been able to verify it with you.</p> <p>If you have any concerns that a payment you are going to make might be connected to a scam, you should not make the payment and you should contact us immediately to discuss.</p>
<p>What information do you need to give to us to make a payment?</p>	<ul style="list-style-type: none"> • The details of the bank of the person you want to pay including the bank's SWIFT Bank Identifier Code ("BIC") address (where applicable), sort code or national bank code • The bank account number, or International Bank Account Number (IBAN) • The name of the person you want to pay • The address of the person you want to pay, if the payment is outside of the EEA • Your own account number • Details of the purpose of the payment • Any reference in relation to the payment, if applicable. <p>If you have previously made a payment to the same recipient and we have recorded this information on your account, with your consent we can make the payment in the absence of the above information being provided again.</p> <p>It is also a legal requirement that we pass your name and address details to the bank of the person you want to pay.</p>
<p>When will the payment reach the person you want to pay?</p>	<p>Where we receive your instructions before 2.30pm on a Working Day, we will be able to start working on them straight away.</p> <p>If we receive your instructions on or after 2.30pm on a Working Day or on a non-Working Day, we will treat them as received on the next Working Day, but we will process them as soon as possible.</p> <p>Payments in Euros to an account in the UK or within the EEA will usually be received by the bank of the person you want to pay no later than the end of next Working Day following the day we receive your payment instruction.</p> <p>The processing times for other types of payments varies depending on the currency and/or country you are sending the payment to. You can ask us to confirm when we expect the bank to receive the payment by telephoning us.</p> <p>All payments are subject to our fraud and security checks and there may be a delay in carrying out your instructions or receiving payments while these checks take place. Likewise, other banks involved in sending and receiving payments conduct their own checks and this could cause delay.</p>

<p>What exchange rate will apply?</p>	<p>If you ask us to send money in a different currency from that of your account, we will convert it using the Weatherbys Bank Exchange Rate (see “Exchange Rates” for more details), unless you agree a specific exchange rate with us for that transaction.</p>
<p>Will there be any charges?</p>	<p>See Current Account Charges document for details of transaction charges.</p> <p>There are some circumstances where you will need to pay charges made by agents we use, intermediary banks and/or the bank of the person you want to pay.</p>
<p>What happens if you change your mind and don't want to make the payment anymore?</p>	<p>You cannot change your instructions to us unless the payment is a future payment.</p> <p>For future payments, you can change your mind up to the end of the Working Day before the date the payment is due to be made. Tell us via email, Online Banking or by telephoning us. You should also tell the person who was due to receive the payment that you have cancelled the instruction.</p>
<p>Will we always make the payment, or are there circumstances where we might refuse?</p>	<p>We may refuse or be unable to follow your instructions if we:</p> <ul style="list-style-type: none"> • need to check the instruction is from you • consider the instruction is not clear, complete or in the required form • have any concern about fraudulent activity, that the instruction might be for an illegal purpose, or the instruction is connected to a scam, fraud or any other crime • the payment is more than any limit which applies • think that following your instruction might mean we breach any law or regulation • the payment is a type of payment that we do not permit (if you have questions about which types of payments are not permitted, please contact us) • think there may be a dispute between joint account holders • think you may have breached the agreement between you and us. <p>We will notify you of this as soon as possible, by telephone or email. We will typically explain to you the reasons for our refusal and let you know how you can correct any errors in your instructions, unless it would be unlawful for us to do so.</p> <p>We provide information to our customers about scam payments from time to time, and whenever we consider it particularly important. Please contact us if you would like to discuss scam payments and we will provide you with additional information.</p>

3. Receiving payments

How can you make payments into your account?	Sterling electronic transfers within the UK (e.g. Faster payments, CHAPS payments)	Cash Pay cash in Sterling into your account at any NatWest branch in the UK	UK cheques Pay cheques into your account at any NatWest branch in the UK or by sending them to us	Foreign cheques and international electronic transfers
When will the funds show in your account?	<p>As soon as we receive them, provided it is a Working Day and we have been able to complete any security checks we need to undertake.</p> <p>If not received on a Working Day, on the following Working Day. Please note, we may have to conduct certain checks before funds are made available in your account.</p>	<p>On the next Working Day (subject to any cut-off times which NatWest puts in place).</p> <p>Please note, we and/or NatWest may have to conduct certain checks before funds are made available in your account.</p>	<p>We will process the cheque on the Working Day we receive it using our cheque imaging service. In most cases, we will be able to clear the cheque by the end of the next Working Day.</p> <p>If for any reason we do not receive the money before the end of the next Working Day, we reserve the right to not pay out against the cheque(s) or credit any applicable interest until we receive the money.</p>	<p>This will depend on the type of payment – please ask us and we will confirm when the funds will show in your account.</p> <p>Please note, we may have to conduct certain checks before funds are made available in your account.</p>
Other important information	<p>Where appropriate we may convert the payment into the currency of your account using the Weatherbys Bank Exchange Rate – see “Exchange Rates” for more details. Due to currency fluctuations we will not be able to tell you the actual rate until we receive the payment. The credit will then show in your account in the currency of that account.</p>	<p>Your statement will show the date you actually paid in the cash.</p>	<p>The cheque must be in Sterling and issued by a financial institution in the UK.</p> <p>The cheque must be in the same name as the name of your account. You cannot pay a cheque made payable to joint names into a sole account.</p> <p>We may not accept cheques which are dated more than six months ago.</p> <p>Write your name and/or account number on the back of a cheque which you are going to send by post so we can identify it.</p>	<p>If we receive a deposit into your account in a foreign currency, we will convert the payment into the currency of your account using the Weatherbys Bank Exchange Rate – see “Exchange Rates” for more details.</p> <p>We can deduct our charges for dealing with international payments before we add them to your account. If we do, we will tell you the full amount of the payment and the charges that were applied. Any charges will be in set out in the Current Account Charges document.</p>

<p>What else might I need to know?</p>	<p>For international deposits, you must tell the sender to provide their bank with their full name and address, your full name and address, your Bank Identifier Code and your International Bank Account Number.</p> <p>If you are going to receive a SEPA payment (a Euro payment from a country within the EU) you will need to provide the sender of the payment with the International Bank Account Number we use for SEPA payments, which is not your usual Weatherbys Account. You must also request that they provide your Weatherbys Account number as the reference in order for us to apply the funds to your account. Please contact us if you need these details.</p>
<p>Will we always make the payment into your account, or are there circumstances where we might refuse?</p>	<p>We may refuse to accept a payment into your account (for example, for reasons relating to security, money laundering, fraud, sanctions, disputes or where your account has been frozen) and we will notify you of this. We will typically explain to you the reasons for our refusal but there may be occasions where we are unable to do so. In some circumstances a payment might not be received because of issues at the paying bank, such as checks they make regarding the payment.</p>

4. Additional information relating to debit cards

- 4.1. We may issue a card to the account holder on request.
- 4.2. The debit card is and remains our property. We can require its return at any time.
- 4.3. To authorise a card transaction, you can:
 - use your PIN
 - make a contactless payment or use Apple Pay or Google Pay
 - place an order on the telephone or using the internet, giving your debit card number and where requested the expiry date and card security number. Some online card transactions will also require a one-time password
 - enter your debit card number on a mail order form (or equivalent) and, where requested, the expiry date and security number
 - sign a sales voucher for the transaction
- 4.4. We have the right to stop or suspend the use of your debit card in some circumstances such as where we suspect fraud or other suspicious activity, where we are concerned about security and where we are concerned that you may not be able to pay back any money you owe to us. We will notify you, usually by calling you, if we block the use of your card and we will tell you why we have done so, unless it would be unlawful or against our security procedures to tell you. Whilst the block is active, no further transactions will be possible. We will unblock the card as soon as the reason for blocking it no longer exists.
- 4.5. We will not be responsible if a retailer refuses or declines a payment using the debit card (unless we are at fault) or if you or an additional cardholder allow someone else to use a debit card.
- 4.6. If you want to cancel a recurring debit card payment, you must tell the person (or merchant) you pay. We recommend you keep proof of the cancellation.

Additional cardholders

- 4.7. You can nominate another person to be issued with a debit card for use on your account(s). We call them an additional cardholder. It will always be our decision whether we issue them with a card.
- 4.8. It is your responsibility to make sure that any additional cardholder complies with the terms of the agreement between you and us. You will be responsible for use of the additional card and for anything that the additional cardholder does or doesn't do.
- 4.9. All payments made and charges and interest incurred through the use of the additional card will be taken from your account.
- 4.10. We can end the use of any debit card issued to an additional cardholder at any time.

Notifying us if your card is lost or stolen

- 4.11. See “Protecting your account” which tells you what to do if your card is lost or stolen. You can also block your card immediately using our Card App.

Making debit card payments abroad or in currencies other than Sterling

- 4.12. If you use your debit card to make a cash withdrawal or to make a payment in Sterling in the UK, we will deduct the amount withdrawn or paid from your account on the day we receive the details of the payment.
- 4.13. If you use your debit card for a cash withdrawal or to make a payment in a currency other than Sterling in a country outside the UK, we will convert the amount withdrawn or paid into Sterling on the day that the transaction is processed by VISA. The exchange rate we use is the daily rate set by VISA which can be found at www.visa.co.uk/support/consumer/travel-support/exchange-rate-calculator.html. The exchange rates which apply to debit card transactions change immediately in line with the changes to VISA's rate and we don't need to give you notice before this happens. We can also change the exchange rate immediately and without giving you notice beforehand if the change benefits you.
- 4.14. If you use your debit card to make a cash withdrawal in a foreign currency from a cash machine in the UK, you will be dealing with the bank operating the machine (rather than us) for the conversion to that foreign currency. The other bank will set the exchange rate and may charge you for the conversion.
- 4.15. A transaction fee may be charged by a small number of independent cash machine operators, but this should be clearly displayed on the screen before you complete the cash withdrawal.
- 4.16. It is possible that a transaction may be declined when you are overseas due to local conditions. Sometimes this may simply mean that you should try a different ATM. However, it is advisable to take an alternative method of payment with you when travelling abroad in case this happens.

Apple Pay and Google Pay

- 4.17. We have partnered with Apple Pay and Google Pay to make contactless payments even easier. More information is available on our website.
- 4.18. You can use your debit card with Apple Pay or Google Pay provided that you have an eligible Apple or Android device (as appropriate) and meet any other conditions that Apple or Google may impose. We have no control over those requirements and are not responsible to you for any failure or delay, unless this is as a result of something we have done.
- 4.19. We are also not responsible for the design and security features offered by Apple Pay or Google Pay and accept no responsibility for any issues arising from these as they are outside of our control.
- 4.20. If we replace your debit card, we will automatically register your replacement card to your device. If you switch to another account with us, you will need to register your new card (i.e. the card relating to your new account) to your device if you want to continue to use Apple Pay or Google Pay.
- 4.21. You will not be able to stop a payment made using Apple Pay or Google Pay once you have authorised it.
- 4.22. In addition to our privacy policy, Apple and Google will also process your personal data and you should read their privacy policy. We will share some of your personal data with Apple or Google (as appropriate) for a number of reasons including to verify information, prevent fraud and improve our service.
- 4.23. If Apple or Google suspends or cancels your card in Apple Pay or Google Pay you will need to refer to them as this is not within our control.
- 4.24. More information regarding Apple Pay and Google Pay is available on our website at www.weatherbys.bank/help-and-support/help-debit-card.

Section 3: Additional accounts and services

This sets out information which applies to our **Racing Bank Accounts, Non-Personal Accounts** and our **Online and Mobile Banking services**. This section only applies to you if you use those accounts or services.

1. Racing Bank Accounts

- 1.1. This section applies to you if you have a Racing Bank Account. If this section says something different to sections 1 or 2 above, you should look to what this section says.
- 1.2. If you are involved in the horse racing and/or bloodstock industries, we may be prepared to open a Weatherbys Racing Bank account for you.
- 1.3. The applicable Racing Bank Current Account Charges document will set out the charges which apply. The Charges document was given to you at the time of opening your account, and is available on our website or a copy can be requested from us at any time.
- 1.4. Racing Bank Accounts are intended for use within the racing and/or bloodstock industries and we reserve the right to limit the use of any particular account or all accounts to ensure the account is used appropriately for these purposes only.
- 1.5. Fines imposed by the BHA may be taken from your Racing Bank Account.
- 1.6. Any prize money received into your account from international racing, or any charges, which are not in Sterling will be converted using the Weatherbys Bank Exchange Rate at the time the transaction is processed – see “Exchange Rates” for more details.

2. Non-Personal Accounts (including Business Accounts)

- 2.1. This section applies to you if you have a Non-Personal Account. If this section says something different to sections 1 or 2 above, you should look to what this section says.
- 2.2. If you are a company, LLP, charity, club, trust, sole practitioner (or other similar professional) and want to use a current account for business purposes other than through our Racing Bank, we may be prepared to open a business account for you. You will only be able to open a Non-Personal Account if you also hold a Personal Account with us.
- 2.3. You may only use a Non-Personal Account with us for the legitimate reasons the account was opened. For example, if the account is for a business, it should only be used for the purposes of that business. Likewise, if an account is set up for a trust, it should only be used for the legitimate purposes for which the trust was established.
- 2.4. All standard charges in relation to your account are set out in our Private Bank Non-Personal Account Charges document, provided to you when opening your account and available at any time on our website or upon request.
- 2.5. We can rely on the authority of the authorised signatories to the business account provided to us on your Account Application Form and/or any Change of Signatories Form provided to us.
- 2.6. We will not be responsible for any losses which you suffer as a result of carrying out instructions from an authorised signatory who acts outside the authority granted to them by you, or any internal restrictions imposed upon any such authorised signatory by the Company’s or LLP’s Articles of Association or other governance framework, including where an Authorised Signatory has acted or is acting with fraudulent or criminal intent in respect of the business account or the Company or LLP’s (or other entity’s) funds.
- 2.7. If you are a Company or LLP, you must notify us of any changes in directorship and/or ownership or membership as soon as possible and always no later than within 14 days of the changes taking place.
- 2.8. In addition to the reasons set out in Section 1 of these Terms, we may suspend, withdraw, terminate or restrict your account and use of our services if:
 - Any information filed by you at Companies House is or becomes false, inaccurate or misleading or we reasonably suspect that it is
 - The Company or LLP (or other entity) is subject to compulsory or voluntary winding up, dissolution, administration or administrative receivership, receivership or enters into any form of company voluntary arrangement or other similar arrangement

- There is a change in your Company or LLP ownership/membership and any new owner/member does not pass our identity and verification procedures.

3. Online Banking Service, the Mobile Banking App and the Card App (the “Services”)

- 3.1. This section applies to you if you use our Online Banking Service, Mobile Banking App and/or the Card App. If this section says something different to sections 1 or 2 above, you should look to what this section says.

Who can use the Services

- 3.2. It is always our decision whether you can use the Services, even if you hold an account with us.

How to use the Services

- 3.3. You will need access to the internet via an electronic device to use the Services. You need to make sure that your device is suitable to use the Services.
- 3.4. If you change your device or throw it away, you must delete from the device our Mobile Banking App and Card App and any stored details relating to the Services.

Charges for the Services

- 3.5. We do not charge you for using the Services, but your network operator or internet provider may charge you for using the internet. These charges may be higher if you use your mobile phone to access the Mobile Banking App or the Card App when outside the UK.

Accessing the Services

- 3.6. We can't make any guarantees about the speed, resolution or access to the Services via the internet.
- 3.7. If you wish to use the Services outside of the UK, you are responsible for finding out whether it is legal to do so in that country and for complying with the laws of that country. We do not permit use of the Services in certain countries. Please contact us if you require an up to date list of countries in which the Services will not operate.
- 3.8. There may be times when you cannot access the Services due to maintenance, repairs or upgrades to our systems, or the systems of any party used to provide the Services. We will aim to tell you in advance of any planned maintenance work via our website, but we may not always be able to do so. We cannot guarantee that the Services will be available at all times.

Making changes to the Services

- 3.9. We may make changes to the Services and functionality at any time, but we will always try to give you reasonable notice before doing so.

Protecting your account when using the Services

- 3.10. You must log out of the Services when leaving your devices unattended.
- 3.11. You must not allow anyone else to use the Services on your behalf except where an appropriate third party mandate has been agreed with the Bank or an Enduring Power of Attorney or Lasting Power of Attorney has been granted.

Licence

- 3.12. We grant you a non-exclusive, non-transferable licence to use the Services and the software within in it to manage your account. By installing the Mobile Banking App and/or Card App on your device, you accept the following terms of the licence:
- You can only use the Mobile Banking App and/or Card App on a device belonging to you or under your control.
 - The right to use the Mobile Banking App and/or Card App is given only to you and you must not give any rights to anyone else.
 - You can only use the Mobile Banking App and/or Card App for mobile banking and/or card management and for no other purpose.

- You must not reproduce, alter, modify or adapt the Mobile Banking App and/or Card App or any part of it.
- You must not remove or tamper with any copyright notice attached to or contained within the Mobile Banking App and/or Card App. You agree that we own the Mobile Banking App and Card App including all intellectual property rights.
- The licence includes your right to use any future updates to the Mobile Banking App and/or Card App that we make available to you. The licence will continue until you cancel the Mobile Banking App/Card App and/or delete the Mobile Banking App/Card App or if we stop you using the Mobile Banking App/Card App under our agreement with you. This licence will end automatically when your account is closed.

Mobile

- 3.13. If you have an eligible mobile phone, you can download the Weatherbys Mobile Banking App and Card App from the relevant app store.
- 3.14. When you have downloaded the Card App you will be able to:
- Activate any new debit cards issued to you
 - Retrieve the PIN for each of the valid debit cards issued to you
 - Manage the types of payment that you can make using your debit card(s)
 - Temporarily block any debit card(s) issued to you
 - Register for secure online payments. This will allow us to send you a push notification if any of your online payments require further validation or if we are not sure that you have requested the payment
 - Confirm an online payment using your 4-digit Card App access code, TouchID or FaceID (as applicable) when you receive a notification that such verification is required
 - Receive alerts if transactions you make reach a certain value or you make payments at certain retailers (subject to internal restrictions)
 - Manage where in the world you can make card payments

Loss or theft of your mobile device

- 3.15. If you lose your mobile device, or it is stolen, you must tell us so that we can deactivate the Mobile Banking and/or Card App token registered to the device. If this happens and you recover the device, or purchase a replacement, you must re-download the Mobile Banking App and log in as if you were a first time user.

Security

- 3.16. We will do our best to monitor and maintain the security of the Services but due to the nature of the internet, we cannot guarantee absolute security at all times.
- 3.17. If you suspect that someone knows or has discovered your User ID, Password or Transaction Pin, you must notify us immediately. If you are a client of Weatherbys Private Bank you can call your private banking team or the Bank Helpdesk on **+44 (0) 1933 543 600**. If you are a client of Weatherbys Racing Bank, you can call your Relationship Manager or the Bank Helpdesk on **+44 (0) 1933 543 543**.
- 3.18. In order to protect your account, if you have not used the Mobile Banking App for 6 months or more we may deactivate it and inform you that this has been done. If this happens, you will have to re-register to use the Mobile Banking App again.
- 3.19. You are responsible for the security of any of your data which you download from the Services onto any hardware or software you may be using.
- 3.20. We reserve the right to suspend, restrict or end your access to the Services if:
- we are concerned about security
 - we suspect that an unauthorised person is attempting to access the Services
 - due to your financial circumstances, we reasonably believe that you may have difficulty meeting your commitments

- you have broken our licence terms, or
- in our discretion there is reasonable justification for doing so.

We will notify you by email or letter and let you know the reasons why we have done so, unless it would be unlawful or against our security procedures to tell you. If we suspend the Services, we will allow you to use the Services again as soon as the reason for suspending them no longer exists.

Instructions to Us

- 3.21. We will only accept instructions if your security details are used in accordance with these Terms and Conditions. If your security details are used as requested, we will assume that those instructions have been given by you and that you authorise us to accept and act upon those instructions.
- 3.22. When you instruct us to make a payment online and we are notified by the Current Account Switching Service that the intended payee has switched accounts using the Current Account Switching Service, we will let you know what the new details are but you will need to update the details of the payee in Online Banking/the Mobile Banking App.
- 3.23. We can reject the security details you have chosen if, in our reasonable opinion, they are inappropriate for the Services.

Termination of Online Banking and/or Mobile Banking App

- 3.24. You may terminate the Services at any time by telling us in writing to Weatherbys Bank Limited, Sanders Road, Wellingborough NN8 4BX. Alternatively, if you are a client of Weatherbys Private Bank call your private banking team or the Bank Helpdesk on **+44 (0) 1933 543 600**. If you are a client of Weatherbys Racing Bank call your Relationship Manager or the Bank Helpdesk on **+44 (0) 1933 543 543**. We can end your use of the Services by giving you at least two months' written notice.
- 3.25. We can end your use of the Services immediately if you continually breach these Terms and Conditions or if we suspect fraud and/or misuse of the Services by you.

Contact

WEATHERBYS BANK LTD

Private Bank

London

22 Sackville Street
London
W1S 3DN

+ 44 (0) 20 7292 9029

Wellingborough

Sanders Road
Wellingborough
Northamptonshire
NN8 4BX

+ 44 (0) 1933 543 600

Edinburgh

2 Rutland Square
Edinburgh
EH1 2AS

+ 44 (0) 131 285 2020

Manchester

Orega, Arkwright House
Parsonage Gardens
Manchester
M3 2LF

+44 (0) 161 553 0600

privatebank@weatherbys.bank

www.weatherbys.bank

Racing Bank

Weatherbys Racing Bank

Sanders Road
Wellingborough
Northamptonshire
NN8 4BX

+ 44 (0)1933 543 543

racingbank@weatherbys.bank

www.weatherbys.bank



WEATHERBYS
BANK

Weatherbys Bank Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number: 204571. Weatherbys Bank Ltd is registered in England. Registered number: 2943300. Registered Office: Sanders Road Wellingborough Northamptonshire NN8 4BX.