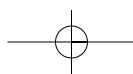
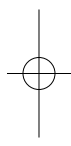
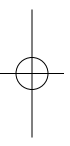
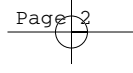


**TERMS & CONDITIONS  
for  
BUSINESS CUSTOMERS**



**TURKISH BANK (UK) LTD.**





## APPLICABLE FROM 01 MAY 2011

### 1 Terms and Conditions

- 1.1 These terms and conditions are a contract between you and us, Turkish Bank (UK) Ltd (the 'Bank') and apply if you have a business account with us. They explain our obligations to you and your obligations to us and are in addition to any other conditions which are implied in the contract between us and by law.
- 1.2 We may, at our discretion, change these terms and conditions by notifying you of the change. If the change is to your disadvantage, we will normally give you not less than 30 days' notice by post before we make the change unless for legal or regulatory reasons, the change has to come into effect immediately. We may make any other change immediately and tell you about it within 30 days. If we make a disadvantageous change, you may at any time up to 60 days after we tell you of the change, switch your account or close it without having to pay any additional charges or interest.

### 2 Definitions and interpretation

- 2.1 'We, us, our' means Turkish Bank (UK) Ltd.
- 2.2 'You' means the account holder(s) set out in the separate account operating instructions you provide us from time to time covering the account and (if applicable) any other of your accounts with us.
- 2.3 'Authorised person' means any person authorised by you to operate the account in accordance with condition 3.2 below.

### 3 Opening an account

- 3.1 If you wish to open an account with us, we will ask for proof of your financial standing and proof of the identity and address of each director partner or limited partner and of each shareholder holding 25% or more of your shares or voting rights. We may undertake credit reference agency searches against you and each such director, partner, limited partner or shareholder and an adverse rating may affect credit decisions we may make with regard to your account(s).
- 3.2 We will ask you to complete a document (mandate) identifying the authorised person(s) and containing specimens of his, her or their signatures.
- 3.3 For a company, club, society or association we will require copies of the incorporation / constitutional documents and board resolution (where appropriate) authorising the mandate,

for a limited liability partnership, a copy of the certificate of registration, and in either case the latest accounts or financial statements.

### 4 Giving Us Instructions

- 4.1 We can only act on instructions (including instructions to make or collect payments from or into your account) given on a document bearing your or any authorised person's original signature(s) or on any faxed transmission of such a document (subject in the latter case to the authority and indemnity relating to faxed instructions contained in the mandate)
- 4.2 As long as we have followed your instructions correctly, we can deduct the amount of any payment from your account. You agree that we may rely on any account number quoted in an instruction as the correct account to be debited or credited.
- 4.3 If you give us an instruction by fax we can ask for the original version of that instruction before we act on it.
- 4.4 We can refuse to act on any instruction if:
- 4.4.1 we have a good reason for thinking that you or any authorised person did not give us the instruction; or
- 4.4.2 the instruction is not clear; or
- 4.4.3 we believe that by carrying out the instruction we might break a law, regulation, code or other duty which applies to us; or
- 4.4.4 there are insufficient funds in the account.
- 4.5 In the event that:
- 4.5.1 a resolution is passed for your voluntary winding up; or
- 4.5.2 a petition is presented for your compulsory winding up; or
- 4.5.3 a petition for a bankruptcy order is presented against you; or
- 4.5.4 if an application is made or petition presented to court by any person for an administration order against you; or
- 4.5.5 any step is taken by any person which is preparatory to any of the above.
- 4.6 then you agree that we may
- 4.6.1 refuse to act on any instructions whenever given by you or any other party to make any payment/s out of any of your account/s or to carry out any dispositions or transfers of any of your property or assets of any kind unless you have previously obtained an appropriate

- validation order from the Court; and/or
- 4.6.2 set up a separate account or accounts in your name to which any of your future receipts may be credited.
- 4.7 We may apply limits to transactions of certain types or amounts from time to time. We will tell you what these limits are, and any changes we make to them. Where possible we will do this before the changes come into effect, but we shall not be liable to you for not doing so.

## 5 Paying in to your account

- 5.1 We will accept payment into your account in cash or cheques which are payable as follows
- 5.1.1 Sole trader – to you or your trading name;
- 5.1.2 Partnership – to any or all partners or your trading name;
- 5.1.3 Company or Limited Partnership – to the company or limited partnership or its trading name;
- 5.1.4 Club, society, association, etc. – to its own name.
- 5.2 If a cheque or other item is marked on the front 'not transferable' or 'account payee', we will not accept it for any account other than the named payee.
- 5.3 You can pay cash or cheques into your account by post, over the counter at any of our branches, and by personal delivery. We can only accept responsibility for these after we have received and checked them.
- 5.4 If items are paid into your account on a working day, we will normally deal with them that day, so long as we receive them before the relevant cut-off time. Please also see condition 7 below regarding cheques paid in to your account. Items paid in after the cut-off time or over the weekend or on a public holiday, will be dealt with on the next working day.
- 5.5 If you pay cash alone into your account over the counter at any of our branches, or we receive cash from you in the post (or by personal delivery), we will normally deal with it that day and you will normally be able to withdraw the money immediately. Your cash will be treated as cleared for interest calculation purposes on the day it is paid in.
- 5.6 If you pay in a mixture of cash and cheques into your account on the same paying in slip you will be able to withdraw the cash on the next working day. Your cash will be treated as cleared for interest calculation purposes on the day it is paid in if we receive it on a working day and before the relevant cut-off time. Otherwise it will be treated as cleared on the next working day.
- 5.7 When you pay in cash to settle a credit card, store-card or utility bill, you will need to follow the payment instructions provided by that company to ensure that payment is received in time to avoid interest or other penalties.

- 5.8 The normal clearing cycle for cheques is three business days but when you pay a cheque into your account the Bank will take a further three business days before you can withdraw the money.

A cheque must be 'cleared' (i.e. payment of the amount shown on it confirmed) to allow you to withdraw the money and to calculate any interest payable either by us to you or by you to us.

A cheque can be returned unpaid subsequently even if we have decided to allow you to withdraw the money and/or the amount shown on the cheque has been included in your available balance on your account.

We treat cheques as being cleared for interest calculation purposes four working days after they have been paid in. If you withdraw money which is not cleared for interest calculation purposes, you may be charged interest even though your account shows a credit balance.

If you pay a cheque drawn on one of our branches into that branch, you will normally be able to withdraw the money the next working day. The cheque is treated as cleared for interest calculation purposes on the day it is paid in.

- 5.9 When you pay cash into your account at other banks for the credit of your account with us, you will normally have to wait three working days before withdrawing the money. This is because it takes time for the credit to reach your branch. The cash is treated as cleared for interest calculation purposes two working days after it has been paid in. When you pay in cash at any of our branches for the credit of an account at any other clearing bank, the beneficiary will have to wait three working days before withdrawing the money. This is because it takes two working days to reach that bank.

## 6 Payments from your account

- 6.1 We will make payments from your account if you authorise them in the ways set out in these terms and conditions and in any other way we have agreed with you (but we may decline to make a payment you request us to make if the amount exceeds any limit we set) and there are enough cleared funds in your account to cover the payments, or, the amounts due are covered by an overdraft we have agreed with you.
- 6.2 We will normally deduct cash withdrawals made over the counter at one of our branches from your account on the same day.
- 6.3 **Cancelling or stopping payments**
- 6.3.1 Once we have made a payment, you will not be able to cancel your instructions.
- 6.3.2 Please see condition 8 in relation to stopping payment of cheques.
- 6.3.3 If you want to cancel a standing order, you should inform us in writing.

6.3.4 You can cancel a Direct Debit by either telling the person or organisation that collects the Direct Debit from your account or us.

6.3.5 You can only cancel payment instructions given to us in advance, including standing order and Direct Debit payment instructions up to the day before you have asked us to make the payment.

6.3.6 To cancel a regular payment other than a Direct Debit or Standing Order you should tell the person/organisation that collects the payment from your account.

6.3.7 You cannot cancel a cash transaction .

#### 6.4 **Foreign Currency Payments**

6.4.1 If we make payments in a currency other than the currency of your account, we will tell you the rate of exchange and the fees we may charge.

6.4.2 Depending on the currency involved and certain other factors, it might not be possible to convert the amount and complete the transaction on the day that you give instructions to us.

6.4.3 If the transaction is conditional on the exchange rate for conversion or on the date of completion you must inform us of this when giving us your instructions. This clause only applies to accounts held in the UK and not to those held offshore.

#### 6.5 **Automated Payments**

6.5.1 The central clearing cycle for cheques and automated payment is normally three working days. (If the person you are paying banks at the same bank as you the amount will usually be credited on the same day. Payments may take longer than three working days through some financial institutions). Where automated withdrawals (e.g. standing orders and direct debits) or cheque payments are debited to your account, they will normally be debited at the beginning of the working day that they are received or due. This means that if you pay cash, make a transfer or make a CHAPS payment into your account on the day a withdrawal is due, it may be credited too late to meet that withdrawal. The clearing cycle may also take longer when paying via some financial institutions as an agent (such as the post office)

6.5.2 If your account becomes overdrawn, we may cancel any of your direct debits, standing orders and other direct payments from your account. We will normally give you at least 7 days' notice but in exceptional circumstances, where we consider this necessary to prevent abuse of your account, we may cancel a payment without giving you notice. If your account is subsequently in credit, those payments will not be automatically reinstated. If you wish to reinstate them you must apply in writing.

#### 6.6 **Balance on your account**

The balance shown on your account may include cheques and other items paid into it which have not yet been cleared. Unless we have agreed in advance to allow you to draw against uncleared items we can refuse to allow

you to do so. Should we allow you to draw against uncleared items on one occasion does not necessarily mean that we cannot refuse you to do so on another occasion.

#### 6.7 **Returned payments**

If an uncleared cheque or other item is returned unpaid we will debit your account with the amount even if you have already withdrawn against it. You may incur a charge and if debiting the item overdraws your account, interest may be charged - see Condition 10 for details. If the item is returned to us with an indication from the bank it is drawn on that it may be paid if it is presented again through the Clearing, we are not obliged to re-present the item but may do so at our discretion, in which case you will be charged according to the current applicable tariff.

### 7 **Debit Card**

7.1 The Bank at its' discretion may issue your Business with a Debit Card to you and your nominated individuals (authorised users) for use in conjunction with your Business. Each authorised user will be issued with an individual Debit Card and Terms and Conditions relating to the Card.

7.2 The Debit Card can be used anywhere in the World that displays the Visa Symbol as well as cash machines in the UK and participating cash machines overseas.

7.3 Your Business will pay for and be liable for all transactions made by any authorised user(s) of your Business. Any overdraft created by an authorised user(s) transaction will be the Business' liability to repay the Bank for any charges or interest due.

7.4 Your Business accepts that by authorising an authorised user of your Business a Debit Card that they will be able to access any information relating to the Business bank account and that you consent to this disclosure.

7.5 Any additional signing requirements that the Bank account mandate may impose upon an authorised user for authorising any transactions, will no longer apply when using their Debit Card.

7.6 The Debit Card remains the property of the Bank at all times and should you misuse your Debit Card, the Bank has the discretion to block or cancel the Card without notifying you beforehand.

7.7 You must cut the Debit Card(s) in half and return to the Bank if requested to do so by the Bank.

### 8 **Cheques**

8.1 You must ensure that there are always sufficient available funds in your account to cover cheques and other payments to be made from it. Available funds include the available balance of any overdraft which we have given you on your account.

- 8.2 When you issue a cheque on your account, the amount will normally be deducted from your account two working days after the recipient pays it into their account. More time may be needed for a cheque paid into a building society account or any bank outside England, Wales or Scotland or any account held at a non-clearing bank.
- 8.3 Any cheque issued by you and paid in by either you or the payee at your own branch will be deducted from your account the same day. If you cash a cheque at any of our branches, the amount will be deducted from your account on the same day.
- 8.4 If your account goes overdrawn or your existing overdraft increases as a result of our deducting a cheque from your account, we may charge you interest from the day the amount of the cheque is deducted from your account. (Please also see clause 9).
- 8.5 You should not write a future date on a cheque. If you do and the cheque is presented for payment, it will be returned to the payees bank.
- 8.6 We will 'stop' one of your cheques at your request (confirmed in writing) as long as:
- 8.6.1 the cheque has not already been paid; and
- 8.6.2 you give us sufficient details.
- We cannot 'stop' a Counter Cheque or Bankers Draft which you have asked us to draw for you.
- 8.7 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. You should draw a line through unused space on the cheque so unauthorised people cannot add extra numbers or names.
- 8.8 Cheques you receive normally become out of date after 6 months and you should pay them into your account so they clear before they expire. Outdated cheques will be returned to you. We will notify you when this happens.
- 8.9 Cheques can be returned unpaid by the bank of the person who wrote the cheques even where funds have been made available.
- 8.10 You should only write cheques in the currency of your account. If you need to make a payment in a currency other than the currency of your account, we will advise you on the best way to do so.
- 8.11 When writing a cheque, you must take all reasonable precautions to prevent anyone else altering it or making a forgery. You may be liable for cheques which have been altered or signed by someone else if you have not taken all reasonable steps to prevent anyone from doing this and/or if you have not notified us of any actual or suspected event in accordance with clause 8.12 below.
- 8.12 If your cheques are lost or stolen, or if you think that someone has signed one of your cheques without your permission, you must tell us as

soon as you can.

### 8.13 Foreign currency cash and cheques

- 8.13.1 By 'foreign cheques' we mean cheques drawn in a foreign currency other than in sterling.
- 8.13.2 If you want to pay in cash or a cheque in one currency into an account in another currency, e.g. a cheque drawn in US dollars into a sterling account, we will convert the amount at our applicable rate of exchange. We will tell you the exchange rate and, where applicable, the fees we charge for negotiating or collecting the cheque.
- 8.13.3 We may decide or agree to negotiate a foreign cheque although we are not obliged to do so. This means that we will credit your account on the day we receive the foreign cheque if credited to a sterling account, or with a pre-determined forward value if credited to a foreign currency account, with the full amount or the converted amount less any charges that may be levied by any correspondent bank but if it is returned unpaid, we will have 'recourse' against you (as well as anyone who has signed or endorsed it) and we are entitled to deduct from your account either the amount we added or, if we converted the cheque into another currency, the amount reconverted at the exchange rate applicable on the date we make the deduction. This means that if the exchange rate has changed the amount we deduct could be greater than the amount we originally added.
- 8.13.4 For details of how and when interest is calculated and applied in relation to amounts added to or deducted from your account following negotiation of a foreign cheque, please ask at your branch.
- 8.13.5 For a foreign cheque that we negotiate, we will deduct our fees at the time that you pay it in. If a cheque is returned unpaid, we will also deduct a further fee at the time it is returned. Agents' fees may also be payable whether the cheque is paid or not. These will be deducted from your account when we receive notice of them. This may be after the foreign cheque has been dealt with.
- 8.13.6 We may decide or agree to send a foreign cheque for collection although we are not obliged to do so. We will either:
- 8.13.6.1 send the cheque directly to the bank on which the foreign cheque is drawn for payment, or
- 8.13.6.2 pass the foreign cheque through the appropriate clearance system in the country where the foreign cheque needs to be presented for payment. We may appoint an agent in that country to do this for us. We will credit your account with the amount of the foreign cheque (subject to clauses 8.13.2 and 8.13.7) when we or our agents have received the funds and are satisfied that they can be credited to your account. This may involve us or our agents waiting for a period of time after receiving funds from the bank upon which the foreign cheque was drawn so we or they are certain that it has

cleared and has not been returned before we credit your account.

You should be aware that a cheque which has been sent for collection can be returned unpaid even after we have credited your account with the amount of the cheque. If this happens we reserve the right to debit your account with the amount we credited your account with, or if we converted the cheque into another currency, the amount reconverted at the exchange rate applicable on the date we make the deduction. This means that the amount we deduct could be greater than the amount we originally added.

- 8.13.7 For a cheque that we collect, we will deduct a fee from the proceeds at the time we receive them or, if it is not paid, we will charge a fee at the time we receive the unpaid cheque. Agents fees and/or fees of the bank on which the cheque is drawn may also be payable whether the cheque is paid or not. These will be deducted from your account when we receive notice of them. This may be after the foreign cheque has been dealt with.
- 8.13.8 You must endorse any foreign cheques you pay into your account. This means that you must sign on the back. Your signature should be in the same form as your name on the front of the cheque, i.e. not necessarily your usual signature.
- 8.13.9 Whilst we take care in choosing our agents when negotiating or collecting any foreign cheques, we do not accept liability for any loss, damage or delay which is not directly due to our own negligence. If exchange restrictions or some other cause result in us receiving payment in a currency different from that of the cheque, neither we nor our agents will be liable for any loss in exchanging the proceeds into the currency of your account.
- 8.13.10 Because of difficulties that occur from time to time with foreign cheques drawn on banks abroad, for example exchange restrictions, we may not always be able to negotiate or collect foreign cheques for you.
- 8.13.11 When we refer to foreign cheques, we also mean other forms of foreign payment, unless other arrangements are in place between you and us in respect of any other forms of foreign payment. The Uniform Rules for Collections, as published by the International Chamber of Commerce from time to time, also apply to any negotiation or collection of foreign cheques or other forms of foreign payment. If you would like a copy of these, please ask us.
- 8.13.12 We will keep original cheques paid from your account or copies for at least six years unless we have already returned these to you.

## 9 Electronic Payments

(This clause applies to electronic payments in addition to the remainder of the Terms and Conditions)

- 9.1 To make an electronic payment you need to

complete the appropriate application form in the branch or otherwise instruct us in writing, specifying what value date you require. In the future, we may accept instructions in other ways, such as via the telephone or Internet, but this will be subject to separate terms and conditions.

- 9.3 You must make sure that you give us the correct details of the bank, the bank sorting code, (for payments within the UK) or national bank code (BIC) (for payments outside the UK), bank account number and the name and address of the beneficiary to whom the payment is made. You must also provide us with details of your own account number, name and address. This is a statutory requirement and these details will be passed to the beneficiary's banker.
- 9.4 We do not accept liability for any kind of loss or delay occasioned by any incorrect description by you of the beneficiary's name or bank or account details.
- 9.5 **Making the Payment**
- 9.5.1 We will send your payment in sterling for electronic fund transfers unless otherwise advised.
- 9.5.2 It will normally be credited to the bank account of the beneficiary on the same day that we process the payment provided that we receive instruction prior to the relevant cut-off time in the case of CHAPS payments, within 3 to 4 business days in the case of BACS payments or within 2 to 3 business days in the case of remittances abroad via SWIFT (a business day being a day when banks are open for business both in London and in the country to which the remittance is being made).
- 9.5.4 The Bank will not be responsible for any circumstances beyond our control or that of any Correspondent Bank that we may select which may cause delays in whole or in part, these may include the following but are not limited to them: the action of any government or government agency, industrial action (whether involving our staff or not), equipment failure, or interruption to power supplies, or the information you gave us is incorrect, or if there are complications in the routing of your payment or in overseas banking systems. In addition, all banks apply different cut off times for the processing of payments in foreign currencies.
- 9.5.5 Where we select any correspondent we shall exercise reasonable care in making any such selection but, subject to that, we shall not be liable for any failure to perform or any act of omission of any such correspondent, which will act for your account and at your risk.

## 9.6 Charges

- 9.6.1 A charge will be made when you give us your instructions to make the payment. This will be debited to your account. You will also have to pay us any additional expenses we incur in making the electronic payment in accordance

with your instructions e.g. confirmation that a beneficiary's bank account has been duly credited (net of any pre-payment the customer has made on the account of this expense). These may either be debited to your account or deducted from the remittance.

- 9.6.2 We will also make a charge for any enquiries we receive in respect of any payment made in accordance with your instructions whether enquiries are made by you or by any other person. These charges will apply in respect of each electronic payment instruction (but we will not charge you if we have made an error). The enquiries which will generate charges may include the following but are not limited to them: refunds, cancellations, amendments, duplicated services, copies of cleared payments and enquiries about whether the funds have cleared. A charge will be made per payment instruction.

### 9.7 Cancellation of a Payment

You cannot normally cancel a payment that you have instructed us to make after we have accepted your instructions. However, if you ask us to we will do all we can to recall the payment but we cannot guarantee that we will be able to do so once your instructions for the payment have been received and acted on. Any refund of the amount retrieved will be made net of any incidental expenses.

### 9.8 Return of a Payment

If, for any reason, a payment is returned to us we will convert the amount at the exchange rate applicable at that date and credit it to your account. This means that if the exchange rate has changed the amount we credit could be less than the amount originally paid out by you.

## 10 Interest rates and Bank Charges

- 10.1 We will charge you interest on your account when it is overdrawn. A higher rate of interest will be charged if we have not given you an overdraft or to the excess if you exceed an overdraft limit which we have given you. We will tell you what the rates are and how interest will be calculated and about any changes in the rates.
- 10.2 We will tell you our tariff of charges for basic account services and about any changes in the tariff. We will give you up to 30 days and not less than 14 days' notice of charges to be debited. We will also tell you about any charge for a service related to your account, which is not in our tariff. We will do this on request or before or when we provide the service to you.
- 10.3 The period during which charges for transactions and debit interest on your account build up before we debit them from your account ('Charging Periods') will usually be on a monthly basis. Unless alternative arrangements have been agreed with us the initial Charging Period will commence on the day your account is opened and include all transactions up to and

including the last date of the month. The Charging Periods will thereafter commence on the first day of the month following and end at the close of business on the last day of the month, e.g. if your account is opened on 15 March, the Initial Charging Period will be from 15 March up to and including 31 March and the second Charging Period will commence on 1 April and end at the close of business on 30 April.

- 10.5 We may change our interest rates at any time, by giving you direct notice within 30 days of the change.
- 10.6 We may change our charges for the day-to-day running of your account or introduce such charges by giving you at least 30 days' direct notice.
- 10.7 We may change or introduce charges for any other service or product at any time but we will tell you what the charge is before we provide you with any such product or service and at any time you ask.

## 11 Overdrafts

- 11.1 We may at our discretion provide an overdraft facility on your account for short-term working capital. When we agree to do so we will tell you the terms of the facility, the limit and the interest rate and charges which you must pay and we will confirm these details and any other conditions in writing. In some cases, we may need security.
- 11.2 We may make any searches and enquiries which we think are appropriate when you apply for an overdraft facility or if we wish to consider increasing the limit.
- 11.3 You must bring your account into cleared credit from time to time. As a minimum, this will mean once a year unless the overdraft is renewed for a further period of time, or if the overdraft facility is specified for a shorter period of time, on expiry of that period.
- 11.4 We can also require you to repay any overdraft on your account at any time (unless we have told you in writing that an overdraft on your account is available for a specific period of time). If we have given you an overdraft on your account, we will wherever possible give you at least 30 days' notice to repay it as long as you have not exceeded your overdraft limit and none of the events in Condition 11.5 and 11.6 have occurred.
- 11.5 If we have made an overdraft on your account available for a specific period of time, we can require you to repay it at any time if:
- 11.5.1 You are in breach of any of these Conditions;
- 11.5.2 You fail to make payments into an overdrawn account at least once in every calendar month during which the account is overdrawn;
- 11.5.3 You are in breach of any financial obligation you owe to us or anyone else;

- 11.5.4 Any step application or proceeding is taken by you, or in respect of the whole or any part of your undertaking, for a voluntary arrangement or composition or reconstruction of your debts, winding up, dissolution, administration, receivership (administrative or otherwise) or bankruptcy or, if you are a limited liability partnership, an individual voluntary arrangement of the debts of, or the bankruptcy of, any of your partners,
- 11.5.5 Any distress or execution is levied on or affects any of your property or assets or, if you are a limited liability partnership, the property or assets of any of your partners;
- 11.5.6 You or If you are a limited liability partnership, any of your partners are or are deemed to be insolvent or unable to pay your or their debts;
- 11.5.7 You cease to carry on business; or
- 11.5.8 In the case of a sole trader only, you die.
- 11.6 If you:
- 11.6.1 Overdraw your account when we have not given you an overdraft on it; or
- 11.6.2 Exceed the limit of any overdraft which we have given you on your account

You are in breach of these Conditions and must immediately pay sufficient money into your account to put it back into credit (or back within the overdraft limit on your account), taking account of any interest and charges you will have incurred. We have the right to pay off or reduce any overdrawn balance on your account by transferring funds from any other account you hold with us in the same name.

## 12 Responsibility for borrowing

- 12.1 Individuals and sole traders are personally responsible for any money owed to us.
- 12.2 Joint account holders/partners are individually and jointly liable for money owed to us, unless we have agreed otherwise in writing. We have the right to demand repayment from all or any account holders or partners for all or part of such money.
- 12.3 Unless otherwise agreed between us, individuals authorised to give instructions on accounts of Clubs, Charities, Associations and Societies, are individually and jointly liable for money owed to us.
- 12.4 The signatories to a limited company's account are not normally personally liable for money owed to us, unless they have entered into a separate agreement with us.

## 13 Closing your account

- 13.1 If we wish to close your account, we will give you at least 30 days' notice in writing unless there are circumstances which justify us in ending our relationship earlier.

- 13.2 If you are not happy about your choice of business current or savings account (except for a fixed-rate account) within 14 days of making your first payment into your account, we will help you to switch to another of our accounts or we will close your accounts and pay you the balance in your account with interest at the rate(s) if any applicable to your account. We will ignore any additional charges and any notice period that applies to your account.
- 13.3 If you wish to close your account you must tell us in writing.
- 13.4 We reserve the right not to close your account until you have returned any plastic cards we have given you, and any unused cheques. You must repay any money you owe us, including the amount of any cheques you have issued which have not been taken out of your account, and any charges incurred.

## 14 Our liability to you and your liability to us

- 14.1 Subject to the other provisions of this Condition 13, we will be liable to you for any loss, injury or damage resulting from any failure, delay or error in carrying out your instructions (however caused), but our liability will be limited to the lower of:
- 14.1.1 the amount of such loss, injury or damage; and
- 14.1.2 the amount of any interest you do not receive or any interest you have to pay as a result of such failure, delay or error.
- 14.2 We will not be liable to you if we do not act on your instructions for any reason under conditions 10.5 or 10.6 or if we cannot carry out our responsibilities under this agreement as a result of anything that we cannot reasonably control. This includes, amongst other things, any machine, data processing system or transmission link failing to work, complete or partial closure of any payment or settlement system, industrial disputes and any act, omission or delay of any agent, correspondent or paying bank, or any third party.
- 14.3 We will not be liable to you in any circumstances for:
- 14.3.1 loss of business, loss of goodwill, loss of opportunity, loss of profit; and
- 14.3.2 any type of special, consequential or indirect loss whatsoever.
- 14.4 If you wish to make a claim on us under this agreement you must notify us and give us such details of the loss as we may request as soon as you have identified it and in any case within six months after you become aware or should reasonably have become aware of the event or omission on which your claim is based. If you do not do so we will not be liable to you.
- 14.5 You will reimburse us for any costs incurred, loss, damage or liability we or our agents suffer in acting upon your instructions or resulting from the effect any local laws or regulations have on

payments made in accordance with your instructions or as a result of any breach by you of the terms of this agreement.

- 14.6 You will carefully control the issue of all instructions to us and make sure they are in accordance with the authority you have given us. We will not be liable to you if it can be shown that you have not exercised reasonable control over the operation of, and access to, your account and our services.

## 15 Confidentiality and Disclosure of information, Data Protection etc

15.1 We treat any personal or business information you give us as confidential and we will not be disclosed to anyone, other than where:

- 15.1.1 we are legally required to disclose, or
- 15.1.2 our interests requires disclosure, or
- 15.1.3 the disclosure is made with your consent, or
- 15.1.4 set out in the terms below.

15.2 We may put the information obtained by us or given by you in your dealings with us on our information systems. This will be used by us for assessment and analysis and so that we can develop and improve our services to you and other customers and protect our interests.

15.3 We will inform you about products and services which may be of interest to you.

15.4 We may give information about you and how you manage your account to the following:

- 15.4.1 credit reference agencies or other organisations who may use and give out information for credit assessments and to prevent fraud
- 15.4.2 people who provide a service to us including other Turkish Bank Group members or are acting as our agents, on the understanding that they will keep the information confidential
- 15.4.3 anyone we transfer, or may transfer, our rights and duties to under this agreement.

We may also give out information about you if we have a duty to do so or if the law allows us to do so.

15.5 In order to comply with the laws against money-laundering, we may ask you at any time for documentary evidence of the source of funds credited to your account.

15.6 By opening an account with us, you consent to the transfer and retention of your data outside the European Economic Area. If you want details of the data held by us, please contact the Bank.

**16 Telephone calls** From time to time the Bank may record telephone conversations in order to help protect your interests or for training purposes.

## 17 Additional terms and conditions

17.1 The correspondence address that you give us will be the one to which all communications will be sent. You must notify us immediately of any change in your correspondence address. We can ask you to confirm any change of address in writing. You must also let us know immediately if you change your name, business name or telephone number.

17.2 We will provide you with regular statements and will tell you how you can receive or access your statements. We recommend that you check your statements thoroughly. We may charge you for providing additional copies of your statement. You must notify us as soon as possible and in any event within 2 months if your statement contains an entry that seems to you to be wrong.

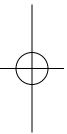
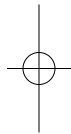
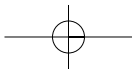
17.3 You cannot transfer your rights in your account to someone else. This means that you cannot, for example, use the funds on your account as security for money you borrow from someone else.

17.4 We may transfer all or any of our rights in relation to your account. We may also transfer any of our obligations but only to a person or entity we consider reasonably capable of performing them. References to us in these terms and conditions would then be read as references to the person or entity to whom any relevant right or obligation were transferred. You may not transfer any of your rights or obligations in relation to your account.

17.5 We may change our banking hours, banking practices, the availability of branches and self-service machines, and similar matters at our discretion, by giving notice in our branches or in the national press or sent to you by post or email or some other direct means of communication. The change will apply from the date specified on the notice. If we plan to close or move your branch, we will tell you at least twelve weeks beforehand. We will tell you how we will continue to provide banking services to you including any interbank agency arrangements if these exist.

17.6 We may occasionally allow you extra time to comply with your obligations or decide not to exercise some of our rights. However, if we do so, we can still insist on the strict application of these terms and conditions later on.

17.7 These terms and conditions are governed by English Law.



***“We strive to promote the best interests of customers to provide added value in our activities, and to protect the funds entrusted to us by our customers, while strictly observing the requirements of the law & our regulators at all times”***

**For all your enquires please call  
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