

**TERMS & CONDITIONS  
for  
BUSINESS CUSTOMERS**



**TURKISH BANK (UK) LTD.**



**APPLICABLE FROM SEPTEMBER 2013**

**This pamphlet contains the general terms and conditions that apply to our business bank accounts and some related services for business customers.**

**Please read this pamphlet carefully and keep a copy for future reference.**

**1 Terms that apply to your business account**

- 1.1 This document together with the information given in your account opening application, any Charges Brochure and any additional terms and conditions (together, the "agreement") set out the terms and conditions which apply to your business account. This agreement sets out the obligations we have to you, as a business customer, and the obligations you have to us and applies to business accounts and banking services you ask us to provide for the purpose of a business (club, charity, society or any other form of association) including our current accounts, overdrafts and most savings accounts. This agreement does not apply to any debt/ lending products (other than overdrafts) or bank accounts and services provided to personal customers.
- 1.2 Additional terms and conditions include our interest rates, other terms and contractual terms in user guides, which apply to a particular account or service. For example, where you apply for the provision of banking services by debit card or any other card introduced by the Bank from time to time, or by electronic or any other means that may be introduced by the Bank from time to time, additional terms and conditions for such services will apply.
- 1.3 If there is any conflict between the general terms and conditions set out in this agreement and the additional terms and conditions, the additional terms and conditions will apply.
- 1.4 In this agreement the following words have the following meanings

Definition	Description
account	means the account(s) in your name operated by us and may include additional services we may provide to you from time to time
Charges Brochure	means any brochure or leaflet of ours that sets out the charges, including where appropriate, international charges as well as UK charges that apply to your account.
EEA	means the European Economic Area and includes all the countries in the European Union and Iceland, Norway and Liechtenstein
Micro-Enterprise	means any enterprise, or group of enterprises of which it forms part which, at the time you enter into this agreement, employs fewer than 10 persons and whose annual turnover and/or balance sheet total does not exceed euro 2million (or its sterling equivalent) and for the purposes of this agreement includes a charity with an annual income of less than sterling 1million
Payment Order	means an instruction to make payments (for example by direct debit, cheque or direct transfer) or cash withdrawals
Security Details	means the processes of security procedures we ask you to follow or use to verify your identity. These may include, for example, passwords, security numbers or codes, such as Personal Identification Numbers (PINs)
Security Procedures Turkish Bank Group	means a set of security procedures involving, for example, the use of Security Details includes Turkish Bank (UK) Limited and its parent and associated companies.
you, your	means the account holder, or if the account is in joint names all account holders, set out in the separate account opening application
we, us, our, the Bank	means Turkish Bank (UK) Limited
working day	means Monday to Friday (other than English public and banking holidays)

**2 Opening an account**

- 2.1 If you wish to open an account with us, we will ask for proof of your financial standing and proof to establish your identity as we shall specify to you. We may undertake credit reference agency searches against you and each director (or equivalent), partner, limited partner, shareholder and any adverse rating may affect credit decisions we may make with regard to your accounts.
- 2.2 We reserve the right to decline to open an account without giving a reason.
- 2.3 We will ask you to complete a mandate identifying those persons you authorise to give instructions on your accounts or to operate them for you, specifying how instructions can be given and containing specimens of his, her or their signatures.
- 2.4 If you are a limited company, you must send us promptly on request a certified copy of your Certificate of Incorporation, Memorandum and Articles of Association (or the equivalent constitutional documents for companies incorporated outside of the UK) together with any special resolutions changing them and copies of those changes. If you are a limited liability partnership you must send us promptly on request a copy of your incorporation document and certificate of incorporation. If you are a charity, club, society or other unincorporated association you must send us a certified copy of the rules or

constitution of the organisation and any changes to them, together with any resolutions amending them duly certified by the secretary or chairman of the organisation.

2.5 You must promptly send us without request:

2.5.1 a certified copy of any future board/LLP or equivalent resolutions which affect the terms of your mandate; and

2.5.2 details of any changes to your officials, directors/members, company secretary and other officers and authorised signatories.

### 3 Contacting each other

3.1 We will contact you by post, telephone or email using the contact details you give us. It is your responsibility to ensure that others do not access our communications to you without your consent. We will not be liable if due to circumstances beyond our reasonable control communications are intercepted, delay, corrupted, not received or received by unintended recipients.

3.2 If we hold an email address or mobile phone number for you we may use this to communicate with you and we may alert you to any concerns we have about the activity on your account.

3.3 If your name, address, telephone number or e-mail address changes you must tell us. It is your responsibility to ensure that we have the current contact details for you and each of the individuals that are authorised to operate the account or services on your behalf. If you do not tell us promptly of any change, the security of your information could be at risk and you may not receive communications that could be important, including notices about changes to this agreement which may affect you.

3.4 You can contact us using the details at clause 27.

3.5 Telephone calls and other electronic communications may be recorded and/or monitored.

3.6 The language of this agreement shall be English and all information provided to you will be in English.

### 4 Security

4.1 You must take all reasonable precautions to keep safe and prevent fraudulent use of your account generally as well as any cards and Security Details. These precautions include but are not limited to all of the following, as applicable:

#### *Generally*

4.1.1 never write down or otherwise record your Security Details in a way that could be understood by someone else;

4.1.2 not choosing passwords or codes that may be easy to guess as part of your Security Details;

4.1.3 taking care to ensure that no one hears or sees your Security Details when you use them;

4.1.4 keeping your Security Details unique to your accounts with us;

4.1.5 not allowing an unauthorised person to have or use your card or Security Details and not disclosing them to anyone, including the police and us, except your card number and other card details when using your card to make payments, or your Security Details when using telephone banking and internet banking security details keeping card receipts and other information about your account containing personal details safe and disposing of them safely, for example by shredding them;

- Your card receipts should always be kept separate from your card.

4.1.6 changing your Security Details immediately and telling us as soon as possible in accordance with clause 4.2 if you know, or suspect that, someone else knows your Security Details, or if we ask you to;

4.1.7 keeping your card and Security Details safe;

#### *Cards and PINs*

4.1.8 safely destroying any PIN advice we send you immediately after receipt, for example, by shredding it;

4.1.9 signing each card as soon as you receive it if it bears a signature strip;

4.1.10 keeping your debit card separately from your cheques;

4.1.11 not disclosing the card number, PIN or card security codes except when using the cards to make payments or to report to us the loss or theft of your card;

4.1.12 not disclosing your PIN for mail order payments or when paying for goods and services over the telephone or internet;

4.1.13 not tampering with the card;

4.1.14 complying with all reasonable instructions we issue regarding keeping your card and PIN safe;

#### *Telephone banking*

4.1.15 when you contact us by telephone, you should not use cordless telephones or mobile telephones operating on an analogue network. We recommend that you use either a landline telephone or a digital mobile telephone;

#### *Internet banking*

4.1.16 keep your personal computer secure by using anti-virus and anti-spyware software and a personal firewall;

- 4.1.17 not changing or copying any software we provide, or giving it to another person;
  - 4.1.18 never access internet banking from any public computer or public access point without first making sure that no one else is able to observe or copy your access or get access to your account pretending to be you;
  - 4.1.19 never record any Security Details on software that retains it automatically;
  - 4.1.20 always log out;
  - 4.1.21 follow all security measures recommended by the manufacturer of the electronic device on which you access internet banking.
- 4.2 If your card, cheques or security information are lost or stolen or if you suspect the details of the card (including the card number) or the account may become liable to misuse, you must tell us without delay by calling 0844 384 3012 or from overseas +44 (0) 203 301 5275. In the interests of security we may monitor and/or record your telephone call with us.
- 4.3 If we ask, you must confirm the loss or theft of your card, cheques, PIN or security information in writing to us at the following address: Turkish Bank (UK) Ltd, PO Box 67202, London SE1P 5UW.
- 4.4 You, and where appropriate your employees and agents, must cooperate with our reasonable requests in relation to any investigation into the actual or suspected misuse of your card, cheques or Security Details. You must report any unauthorised transactions to the police within 7 days of our request.
- 4.5 We will cancel your card or cheques once we have been notified of their loss, theft or potential misuse. If your card or cheques are later found you must not use them and you must return them to us immediately, having cut them into at least six pieces including once through the chip and once through the magnetic strip of the card.

## 5 Branch opening hours, cut-off times and general conditions about running your account

- 5.1 The Branches are usually open to the public for Banking facilities on the following times;

Monday 09:00 to 17:00

Tuesday 09:00 to 16:30

Wednesday 09:00 to 17:00

Thursday 10:00 to 16:30

Friday 09:00 to 16:30

Saturday 09:00 to 12:30\*

The Bank does not open on Bank Holidays

\*Saturday is not a business day for processing purposes. All such transactions entered into on a Saturday will be processed the next business day, i.e. usually the following Monday.

- 5.2 Provided we receive an instruction by the "cut-off" time for a particular working day, we process payments and payment instructions on the same working day that we receive them. The cut-off time is the time which on a working day a payment or payment instruction is treated as received by us on that working day. This means that if we receive a payment or a payment instruction after the cut-off time, we will treat it as having been received by us on the following working day, or for faster bill payments and internal transfers, the following calendar day. If we receive a payment or payment instruction on a day that is not a working day, we will treat it as having been received on the next working day. Cut-off times vary for different types of payment and our different branches; please contact us for further information about cut-off times. We will receive any instructions you give us by post when we open your letter and there are no cut off times for this. Instructions for future dated payments will be treated as received on the proposed payment date, or the next working day.
- 5.3 In certain circumstances we may refuse to accept a payment into an account or make payment from an account.
- 5.4 You must examine your bank statements and other communications sent to you within a reasonable timeframe after you receive them and promptly advise us as soon as possible of any apparent mistake or discrepancy. If you delay in notifying us this may make correcting any error difficult.
- 5.5 You must tell us if anyone has a right to amounts paid in to any of your accounts. For example, if you are operating a client account.

## 6 Payments into your account (deposits)

- 6.1 General conditions regarding payments into your account

- 6.1.1 We may carry out certain checks on transactions on your account as part of our fraud prevention measures. In some circumstances we may ask you to explain the nature of a deposit and we reserve the right to decline to accept such deposit.
- 6.1.2 Without prejudice to our right to refuse to receive third party deposits; if such deposits are received by us then you are obliged to advise us of the full details of the beneficial owner of those funds.
- 6.1.3 If you are the recipient of a payment we may deduct our charges as set out in the charges brochure from the money transferred before crediting you. We will give you details of any charges deducted under this clause in your bank statements

- 6.1.4 We may refuse to accept a payment into your account if we reasonably believe that doing so might cause us (or another company in the Turkish Bank Group) to breach a legal requirement which might expose us (or another company in the Turkish Bank Group) to action from any Government or regulator.
- 6.1.5 We may also refuse to accept a payment into your account if there is a legal requirement from a court or other authority to act in this way.

## 6.2

**Cash and electronic funds**

- 6.2.1 Cash paid in at one of our branches will be added to your account and treated as cleared immediately.
- 6.2.2 Electronic transfers will be added to your account and treated as cleared on the same day.
- 6.2.3 We will convert any foreign currency payment into Sterling before we pay it into your account. Some foreign currencies we may not be able to convert into Sterling payments on the day of receipt. In this case, we will convert it as soon as we are reasonably able to and will add it to your account up to two working days after we receive it. We will use our prevailing exchange rate for buying the relevant currency that applies on the day that we receive the payment. We may take our charges for dealing with the international payment before we add it to your account but if we do so we will tell you the full amount of the payment and the charges that applied.

## 6.3

**Cheques**

- 6.3.1 Subject to the terms of this agreement, we will accept payment into your account in cheques which are payable as follows:
- (a) sole trader: to you or your trading name;
  - (b) partnership: to any of the partners or your trading name;
  - (c) company or limited partnership: to the company or limited partnership or its trading name;
  - (d) club, society, or other unincorporated association: to its own name.
- 6.3.2 If a cheque is marked on the front 'not transferable' or 'account payee', we will not accept it for any account other than the named payee.
- 6.3.3 If a sterling cheque is paid in at any of our branches before 2:30pm on a working day, the money will be added to your account the same day. If a sterling cheque is paid in at any of our branches after 2:30pm on a working day or at any time on a non working day, the money will be added to your account the next working day. The money will be counted for interest purposes no later than two working days after it was added to your account and it will be available for you to use no later than four working days after it was added to your account. There may be legal reasons or limited circumstances beyond our control which mean that a clearance may take longer than these time periods.
- 6.3.4 If a sterling cheque that has been drawn on one of our branches is paid into that branch before 3:30pm on a working day, you will normally be able to withdraw the money the next working day and the cheque will be treated as cleared for interest purposes on the on the working day that it is paid in.
- 6.3.5 If the paying bank that the sterling cheque was drawn on decides not to honour it, they will normal give a reason for non-payment. We will debit the amount of the sterling cheque from your account no later than the end of the sixth working day after it was added. After that, the amount will not be debited without your consent unless you were knowingly involved in a fraud concerning the cheque.
- 6.3.6 We may not accept a cheque for payment into your account if it is more than six months old.

## 6.4

**Foreign cheques**

- 6.4.1 By 'foreign cheques' we mean cheques drawn in a foreign currency other than in sterling or cheques paid out of an account abroad (i.e. in a country other than the UK, the Isle of Man, Gibraltar or the Channel Islands).
- 6.4.2 If you want to pay in a foreign cheque 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.
- 6.4.3 If you want to pay in a foreign cheque the processing times for UK cheques do not apply and we may decide or agree to 'negotiate' it or 'collect' it.
- 6.4.4 If we negotiate a foreign cheque 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. However you should be aware that if the foreign cheque 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. Please note that because our buying and selling exchange rates are different this usually means that the amount we deduct is likely to be greater than the amount we originally added.
- 6.4.5 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.
- 6.4.6 For a foreign cheque that we negotiate, we will deduct our fees from your account 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.
- 6.4.7 If we decide or agree to send a foreign cheque for collection. We will either:
- (a) send the cheque directly to the bank on which the foreign cheque is drawn for payment; or

- (b) 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 6.4.2 and 6.4.8) 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. Please note that because our buying and selling exchange rates are different this usually means that the amount we deduct is likely to be greater than the amount we originally added.

- 6.4.8 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.
- 6.4.9 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. If the cheque is payable to more than one person, each of you must sign the back of the cheque.
- 6.4.10 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.
- 6.4.11 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.
- 6.4.12 When we refer to foreign cheques, we also mean other forms of foreign payment (other than cash), 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.

## 7 Payments out of your account (withdrawals or debits)

### 7.1 General conditions about payments out of your account

- 7.1.1 You can give us instructions in writing, by telephone, by internet banking or using a card. There may be limits on the way that you can give us instructions. We will make it clear in the additional terms and conditions if these limits apply.
- 7.1.2 When you give us a Payment Order you must:
  - (a) if the Payment Order is for making a payment to another account in the UK, tell us the payee's account name, account number, the sort-code for the account and any other information we ask for so that we can make the payment;
  - (b) if the Payment Order is for making a payment to an international account, tell us the payee's BIC and IBAN numbers and, if required, the full name and address, the payee's SWIFT address or National Clearing Code; and
  - (c) have sufficient funds available (plus any unused and pre-arranged overdraft) to make the payment at the time those instructions were issued.
- 7.1.3 You are responsible for checking that the details given in any Payment Order are correct. We will not be liable if your payment is delayed or sent to the wrong recipient because you have given us the wrong details.
- 7.1.4 If you have signed a mandate authorising another person to give instructions on your accounts or to operate them:
  - (a) If you wish to put conditions or restrictions on the authority of that person, you must give us details in writing. If you do not give us details in writing each authorised signatory will be authorised to operate all accounts of the business without restriction. We will not be obliged to make enquiries about the purpose of any transaction or the authority of the signatory to conduct them.
  - (b) We will deal with that person as if he or she were you for the purposes of this agreement. This means that the checks that we carry out to make sure that instructions are genuine will be checks relating to that individual only and, where relevant, may require the use of payment instructions that are personal to him or her. The authorised person must comply with your obligations under this agreement as if they were you.
  - (c) In the event that you have any right, claim or action against any authorised person arising from their use of your accounts, you shall pursue such right, claim or action independently and without recourse to us. You will fully indemnify and defend us against all claims, liability, damages, costs and expenses, including legal fees, arising out of a breach of this agreement by any authorised person nominated by you or any unlawful use of the accounts and services with us by the authorised person. This provision shall not apply to the extent that the authorised person's use of your accounts, or breach, is as a result of, or made possible by, us breaking this agreement.
- 7.1.5 Before acting on your instructions, we will take steps designed to check that the instruction is genuine (i.e. from you). It is your responsibility to ensure that your instructions are accurate.

- 7.1.6 We will treat your instruction as genuine if we are satisfied that any person acting on your behalf of authorised by you, and:
- (a) where the instruction is given in a document, that it has a signature on it which we reasonably believe is your signature; or
  - (b) we are satisfied that you are who you say you are when you give us instructions in person at one of our branches; or
  - (c) if you are communicating with us or giving instructions to us by another method (for example, using a card, telephone banking or internet banking) you have done so using the Security Procedures we have given you.
- 7.1.7 Provided we have checked your identity in one of the ways outlined above, we will assume that we are dealing with you.
- 7.1.8 For your own protection there is a daily limit on the amount of cash you can withdraw from an ATM.
- 7.1.9 If we accept your instructions to make a payment on a future date, we will make the payment on that date, unless it is not a working day in which case we will make the payment on the next working day.
- 7.1.10 You may ask us to check the status of a payment you have instructed. This may involve relying on another bank in processing or receiving the payment for information.
- 7.1.11 You will not be able to give us a payment instruction using a card or Security Details if we have stopped or suspended your ability to use them.
- 7.1.12 We may refuse to act on any instructions (including Payment Orders) if:
- (a) you do not have sufficient funds available in your account; or
  - (b) we are legally obliged to do so; or
  - (c) the payment appears unusual compared with your normal use of the account; or
  - (d) we have reasonable grounds to suspect fraudulent activity; or
  - (e) we reasonably believe that someone else may have legal rights over money in your account (in this case we can also ask (or require you to ask) a court what to do, or do anything else we reasonably need to do to protect us); or
  - (f) we reasonably believe that by carrying out the instruction we might break a law, regulation, code or other duty that applies to us; or
  - (g) we reasonably believe that any of the conditions of this agreement will not be met; or
  - (h) we reasonably believe that doing so might expose us to any action or censure from any government, regulator or law enforcement agency; or
  - (i) it is for a payment to or from, or you are trying to make a card payment in, certain countries, details of which are available from us; or
  - (j) if we reasonably believe that in carrying out those instructions it may damage our reputation
  - (k) if we reasonably believe that doing so might cause us (or another company in the Turkish Bank Group) to breach a legal requirement or might expose us (or another company in the Turkish Bank Group) to action from any Government or regulator.
  - (l) there is a legal requirement or a court or other authority which tells us to act in this way.
- 7.1.13 Unless we are prevented from doing so by law, we will try to contact you to tell you that we have declined to act on your payment instruction. You can also contact us to find out why we have refused to act on your payment instruction. We may charge you if you request written confirmation of this.
- 7.1.14 We may assume that any information given in an instruction is correct unless we are aware of any obvious error. We will not be liable to you for any loss caused if you give us incorrect information.
- 7.1.15 For security purposes we may apply limits to transactions of certain types or amounts from time to time which may mean that we refuse to carry out a payment transaction or require you to produce additional identification. We will let you know if we are stopping a payment for this reason.
- 7.1.16 To help us prevent the misuse of your account we have systems in place that identify unusual payments. Where we believe an unusual payment may involve misuse we may investigate further, for example by calling you or refusing to make payment.
- 7.1.17 We are not liable if another bank or its ATM or other machine does not accept your card or card number.

7.2

**Payments not carried out by cheque or card**

- 7.2.1 Payments will normally be credited to the recipient's bank account as follows:
- (a) payments within the European Economic Area (EEA) in sterling or euro will reach the recipient bank by the end of the next working day following receipt of your instructions;
  - (b) payments within the EEA that are in an EEA currency other than sterling or euro will reach the recipient's bank no later than four working days following receipt of your instructions;
  - (c) different timescales apply to payments outside the EEA.



- 7.2.2 Payments that you ask us to make the same day will normally be credited to the payee's account the same working day, provided that we receive your instructions before the relevant cut-off time. We will make a charge for this same day service as set out in our Charges Brochure.
- 7.2.3 We will make a charge for international payments as set out in our Charges Brochure.
- 7.2.4 If we receive instructions to make payments in a currency other than the currency of your account we will convert the amount of the payment at our prevailing exchange rate.
- 7.2.5 Our exchange rates are variable exchange rates which change constantly throughout the day to reflect movements in foreign exchange markets. For payments involving a currency conversion from your account where we receive instructions by any method other than by post, we will either tell you the exchange rate or tell you that it is available (depending on the method used) before we make the payment. The exchange rate applied and fees charged (where applicable) will appear on your next statement.
- 7.2.6 If you instruct us to make a sterling payment to a non-sterling recipient account we cannot control the exchange rate applied by the recipient bank. You may find out the exchange rate by contacting us.
- 7.2.7 If, for any reason, a non-sterling payment is returned to us we will convert the amount at the exchange rate applicable at that time and date and credit it to your account. The exchange rates for buying and selling currency differ and therefore the amount we will credit to your account is likely to be less than the amount originally debited from you.
- 7.2.8 Where we have to send an international payment through the banking system in a foreign country we may need to appoint an agent in that country to act on our behalf. Where we select any agent we shall exercise reasonable care in making such selection but, subject to that, we shall not be liable for any failure to perform or any act or omission of such agent.
- 7.2.9 Where we properly incur any costs or other obligations when acting on your behalf in making an international payment, you agree to reimburse us and take any other steps needed to put us in the position we would have been in had we not acted on your behalf.

#### *Direct debits*

- 7.2.10 To set up a direct debit you must complete a direct debit instruction form with the recipient.
- 7.2.11 The recipient will lodge the direct debit instruction with us. When each payment request is sent to us we will check that the reference for that payment matches the reference on the direct debit instruction and will then make the payment from your account.
- 7.2.12 The payment will be deducted from your account and received by the recipient's bank on the direct debit due date.

#### *Cancelling or changing a payment*

- 7.2.13 The position for changing or cancelling Payment Orders is as follows:
- (a) Payments you have instructed us to action immediately, or the next working day, cannot be cancelled or amended.
  - (b) We cannot cancel a payment made using a card once you have given your consent to make the payment to a third party.
  - (c) Future payments made by debit card cannot be cancelled by us. You must cancel them by contacting the third party you gave your card details to.
  - (d) Other payments you have instructed us to make in the future can be cancelled on or before the last Working Day before the date on which the payment was due to be made. We may charge you to do so.

Unless otherwise provided in this agreement, you acknowledge that Payment Orders you give us are irrevocable and can be relied on by us in making payments and discharging our obligations to any external payment systems.

- 7.2.14 On expiry of the time limits for cancellation referred to above, you may only cancel your instructions if we agree and, in the case of direct debits and debit card payments, if the person who receives payment also agrees.
- 7.2.15 To suspend a direct debit or cancel a standing order or future dated payment, you must instruct your branch (or any other person we tell you) in writing, or by telephone and confirmed in writing. We can only suspend direct debit payments; if you wish to cancel a direct debit you must also contact the retailer or supplier so that they can cancel the direct debit. You will not be able to suspend a direct debit or cancel a standing order or future dated payment if you do not tell us before we are committed to pay the cheque or make the payment from your account.
- 7.2.16 You must include the following details:
- (a) standing order – name of recipient, amount and frequency;
  - (b) direct debit – name of recipient, amount and frequency;
  - (c) future dated payment – name of recipient, amount and due date for payment.

### 7.3

#### **Payments by cheque**

- 7.3.1 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 or any bank outside England and Wales or any account held at a non-clearing bank. However, if a cheque you issue is paid into another account with us, the amount will be deducted from your account the same day.
- 7.3.2 You can instruct us to stop or cancel a cheque as long as it has not yet been paid in by calling us and giving details

of the cheque number and date, your account number and the name of the payee. We may charge for trying to stop the cheque, whether or not we succeed.

- 7.3.3 You must only write cheques in sterling.
- 7.3.4 If a cheque is lost or stolen, or if you think someone has signed one of your cheques without your permission, please contact us.
- 7.3.5 If someone asks you to provide them with a replacement cheque it is your responsibility to ask for the old cheque back and to destroy it, or to ask us to stop the old cheque, before you provide them with a new cheque.
- 7.3.6 You must not issue Post Dated cheques.

**7.4 Payments by card**

- 7.4.1 We may at our discretion issue you with a Debit Card. The card can be used anywhere in the world that displays the Visa symbol. You can be also use the Debit Card to withdraw cash from cash machines in the UK and participating cash machines worldwide.
- 7.4.2 Payments by card are subject to additional terms and conditions.

**7.5 Refunds for payments**

7.5.1 If you ask us to make a payment to an account at another bank and that bank confirms that it did not receive the payment, we will (without undue delay) refund the amount of the payment and return your account to the position it would have been in if the payment had not been made, except in the following cases:

- (a) There was a mistake in any of the details contained in the Payment Order you gave us. If this is the case, we will make reasonable efforts to recover the funds. We will charge you a reasonable amount to cover our costs of doing so. We will tell you the amount of the additional charge before we take any action.
- (b) We can show that the payment was received by the intended recipient's bank. In this case, that bank may be required by law to make immediate payment to the intended recipient.

7.5.2 If you authorise a transaction and the following conditions apply:

- (a) the exact amount of the payment is not specified when you gave your authority; and
- (b) the amount of the payment exceeds the amount you could reasonably have expected to pay, taking into account your previous spending pattern, the terms of this agreement and all other circumstances (but not fluctuations in exchange rates);
- (c) the payment was made to a retailer in the EEA,

then, provided you ask for a refund within eight weeks (subject to your additional rights under the Direct Debit Guarantee Scheme) of the payment being charged to your account, we will refund your account with the full amount of the payment. No refund will be made if you have agreed with us for the particular payment to be made and, where appropriate, details of the payment are provided or made available to you by any means at least four weeks before the payment is made from your account.

- 7.5.3 If you have instructed us to make payments requested by third parties under the Direct Debit Scheme, we will provide refunds for any error made in accordance with the terms of the Direct Debit Guarantee Scheme.
- 7.5.4 You must provide us with any information we reasonably request in order to allow us to verify your entitlement to a refund.

**8 Interest and charges**

- 8.1 Not all our accounts pay interest on credit balances. Where payable, interest is paid on the daily, cleared credit balance on your account unless the additional terms and conditions for the account state otherwise. Interest will be calculated and paid in the manner and at the rates set out in the additional terms and conditions for your account.
- 8.2 Where interest is paid it will be credited to your account net of tax at the appropriate rate, unless we are permitted by law to pay interest without deducting tax. We will only pay interest without deducting tax if we have received a request from you to do so and you have completed the appropriate documents.
- 8.3 We will charge you interest on your account when it is overdrawn. A higher rate of interest will be charged on unauthorised overdrafts. We will notify you what the interest rates are and how interest will be calculated. The charges are set out in our Charges Brochure.
- 8.4 We will charge you interest due at the end of every monthly billing period unless we tell you otherwise in the additional terms and conditions for your account. We may also charge compound interest.
- 8.5 We will charge you for services you use (for example copies of statements, transaction charges on some types of payment, monthly account fees and charges for our borrowing services) as set out in our charges leaflets. We may change our charges at any time. If we do we will tell you (in accordance with clause 13) at least two months before the changes come into effect.
- 8.6 We may take any interest and charges you owe us from the same account, or from other accounts, as allowed under clause 14. We will tell you about overdraft charges and interest you have to pay at least 14 days before we take them from your accounts.

**9 Overdrafts**

- 9.1 Arranged overdrafts are available on request if you satisfy our lending criteria.

- 9.2 If we agree to provide you with an arranged overdraft, we will send you an overdraft confirmation letter setting out its additional terms and conditions.
- 9.3 Instructions for a withdrawal or payment which would result in:
- 9.3.1 your account becoming overdrawn, or further overdrawn, without prior arrangement; or
- 9.3.2 your arranged overdraft limit being exceeded, will be treated as an informal request for an unarranged overdraft.
- 9.4 We will decide at our discretion (taking into account your financial circumstances) whether or not to accept your request for an unarranged overdraft.
- 9.5 To determine whether your instructions would create an unarranged overdraft, only the cleared balance (plus any unused arranged overdraft) on your account will be considered. If we do make a payment against a credit balance which has not yet cleared, this does not mean that we are bound to do so at other times.
- 9.6 We may reduce or withdraw your overdraft limit at any time and demand in writing that you repay any money you owe us (including any applicable interest and charges), even if we have agreed a period for the overdraft with you.
- 9.7 Where you do not have sufficient funds to make a payment and we do not agree to your request for an unarranged overdraft you will not be able to make that payment. We will write to tell you that we have declined your payment. The charges that apply to our overdrafts are set out in our Charges Brochure.
- 9.8 Savings accounts must always be kept in credit.
- 9.9 Whenever your account is overdrawn you should make regular payments into your account. You must tell us if you are unable to do so.
- 9.10 Unless we tell you otherwise, any sum credited to your account will be applied to any charges or other fees you owe us before your overdraft balance. You cannot make a payment into your account to repay a particular payment or type of payment or reduce the amount you owe us in any different order.
- 9.11 You will also be responsible for paying any costs reasonably incurred by us in connection with your liability to the Bank. This will include (but will not be limited to) costs of:
- a) Communicating with you
  - b) Taking/preserving and/or realising any security
  - c) Taking steps, including Court action to obtain payment.

## **10 Accounts operated by more than one account holder or authorised signatory**

- 10.1 You can authorise another person to operate your account. You will need to sign a third party mandate. On joint accounts, all of you must sign. You can also do this by signing a power of attorney but you should take legal advice before doing so. If you authorise another person to operate your account then you will be responsible for their acts and omissions as if they were your own.
- 10.2 Where an account is held in the name of more than one person (for example a joint account or a partnership account), then unless we have agreed otherwise, the following conditions will apply:
- 10.2.1 all of you together and individually are responsible for complying with the terms of this agreement and for any money owed to us. If any one of you does not comply with the terms of this agreement we can take action against any one of you or all of you, alone or together, and we have the right to demand repayment for the full amount owed to us, and not just a share of it, from all or any of you; and
- 10.2.2 if one of you dies, the survivor(s) may continue to operate the account and if there is more than one survivor, the provisions of this clause 10 will continue to apply to the account.
- 10.3 Where an account is held by an unincorporated association (such as a club, charity, society or other form of association) then, unless we have agreed otherwise, if any one of the authorised signatories does not comply with the terms of this agreement we can take action against any one of the authorised signatories and/or officials or all of you, alone or together, and we have the right to demand repayment for the full amount owed to us, and not just a share of it, from all or any of the authorised signatories and/or officials.
- 10.4 Where an account is operated by more than one account holder or authorised signatory then, unless we have agreed otherwise, the following conditions will apply:
- 10.4.1 any of you can independently give us instructions on your account, including giving Payment Orders. Any instruction given by one of you will bind the rest of you;
- 10.4.2 if there is a dispute between you of which we are made aware, we may insist that all of you authorise instructions to us;
- 10.4.3 we will contact only one of you unless there is a specific legal requirement to contact each of you and a notice to one of you will constitute a notice to all of you. The person we contact is responsible for sharing the information with the other account holders;
- 10.4.4 if you wish to either add or remove a party from a joint account (or as an authorised signatory) you must all give us instructions to do so;
- 10.4.5 we can use money in your joint account to pay what one of you owes us on an account in a sole name under clause 14; and
- 10.4.6 we may disclose to any of you any information we hold about the joint account.

- 10.5 The authorised signatories and/or authorised persons to a limited company's or limited liability partnership's account are not responsible for money owed to us unless we have a separate agreement with them.

## 11 Your information

- 11.1 This section explains how we will use information about you and your business once you have applied for an account with us, or any of our products and services.
- 11.2 Your information comprises all the details and information we hold about you, your transactions, your business and includes information obtained from third parties or as a result of technology which you use to access our services. If you contact us electronically we may collect your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

### *Confidentiality*

- 11.3 Information we hold about you will not be disclosed to anyone other than:

- 11.3.1 where we are legally obliged to disclose;
- 11.3.2 where we have a public duty to disclose;
- 11.3.3 where our legitimate business purposes require disclosure;
- 11.3.4 where the disclosure is made with your consent; or
- 11.3.5 as set out in the terms below.

### *General use and sharing of your information*

- 11.4 The Turkish Bank Group may collect, use and share your information:

- 11.4.1 to process applications you make;
- 11.4.2 check our records and systems;
- 11.4.3 to provide you with products and services and to notify you about important changes or developments to the features and operation of those products and services; and
- 11.4.4 for credit assessment, risk assessment, debt recovery, prevention and detection of crime, customer service, market research, behavioural scoring, product analysis, insurance, audit and administrative purposes.

This may include information provided by you or someone acting on your behalf. Where appropriate (for example if you have relationships with other members of the Turkish Bank Group) this information may be shared with the Turkish Bank Group outside of the UK.

- 11.5 We and other members of the Turkish Bank Group may also contact you about products and services available from Turkish Bank Group companies, which we believe may interest you or benefit you financially. You can tell us at any time if you do not want to be contacted for these purposes.
- 11.6 We may use other members of the Turkish Bank Group and/or third parties to provide services on our behalf which may include the processing of information about you.
- 11.7 Whether it is processed in the UK or overseas in accordance with data protection legislation your information will be protected by a strict code of secrecy and security which all members of the Turkish Bank Group are subject to. Where payments are processed through other organisations such as banks and the worldwide payments system operated by swift, those organisations may have to process and store your personal information abroad and may have to disclose it to foreign authorities (including those outside the EEA, in which case your personal information may not be protected to standards of the Turkish Bank Group), for example, to help fight against crime and terrorism.
- 11.8 Your business partners need to agree to some of the checks referred to in this clause 11 being carried out on them. If you are not authorised to give this agreement on their behalf, they will also need to agree. If you have a financial associate, you must tell them that we may check their personal accounts. You must not give us personal information about someone else without first obtaining his or her consent for it to be disclosed in the ways set out in this clause.

### *Credit reference agencies*

- 11.9 We may share your information with credit reference agencies to verify your identity and suitability for an account or service, using information from publically available sources.
- 11.10 If you apply for a current account or credit, we may use details of your credit history to assess your ability to meet financial commitments. The credit reference agencies will record information we give them about you, your application, your business, its shareholders and your business partners. You must make sure your business parties and shareholders (if any) have agreed to you disclosing information about them to us and credit reference agencies

### *Crime prevention and debt recovery*

- 11.11 To recover debt, prevent crime, verify your identity and meet our legal obligations, we may exchange information (both within the UK and overseas) with other members of the Turkish Bank Group and, where appropriate, with credit reference, debt recovery, fraud prevention and law enforcement agencies, as well as other relevant organisations including other lenders.
- 11.12 Your information may be processed for the purposes of complying with applicable laws including anti-money laundering and anti-terrorism laws and regulations and fighting crime and terrorism. This may require disclosure of information to UK or overseas governmental or regulatory authorities or to any other person we reasonably think necessary for these purposes.

- 11.13 In order to prevent or detect fraud, the information provided in the application will be shared with fraud prevention agencies. If false or inaccurate information is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

*Miscellaneous*

- 11.14 You can ask for a copy of the information we hold about you by writing to us. We will charge a fee for this service.
- 11.15 To help us improve our level of service and in the interests of security we may monitor and/or record your communications with us including telephone calls.
- 11.16 We may make and retain copies of passports, driving licence, utility bills and other identification evidence that you provide.
- 11.17 We may share information about you with any third party:
- 11.17.1 to whom we transfer, or may transfer, any of our rights and obligations under the Terms; and
  - 11.17.2 in connection with the sale, acquisition or restructure of any member of the Turkish Bank Group provided that the third party uses such information for the same purposes for which it was supplied to us or used by us.

## 12 Changes to the Terms and Conditions

*General information*

- 12.1 We may change interest rates and other terms of the agreement in accordance with this clause 12.
- 12.2 For products or services that you have which are for particular terms that are fixed, please see the additional terms and conditions for those products or services for information on the circumstances in which we may make changes to those terms.
- 12.3 When you open an account, we will give you our interest rates and charges information which contains details of our interest rates. You can also find out about our current interest rates by contacting us.

*Interest rate changes*

- 12.4 Interest rates on accounts which track a reference interest rate change automatically. The reference interest rate is not set by us and is publically available so that you can check to find out what it is.
- 12.5 We can change interest rates we set on an account which does not track a reference rate in the following ways:
- 12.5.1 if the change is to your advantage, by, within 30 days of the change, telling you about it; and
  - 12.5.2 if the change is not to your advantage, by telling you about it personally, in accordance with clause 12.7, at least two months in advance of making the change, unless that change is to a managed rate that you pay on an overdraft, in which case we will give you at least 30 days notice of the change

*Other changes to the Terms*

- 12.6 As long as we give you advance notice we can change:
- 12.6.1 these general terms and conditions; and
  - 12.6.2 the additional terms and conditions that apply to a particular account or service
- We will give you at least two months notice before the change happens unless:
- 12.6.3 the change is to the conditions of a benefits package included with an account, the benefits in the package or to the providers of the benefits, or we withdraw a benefits package from the account, in which case we will give you at least 30 days notice of the change; or
  - 12.6.4 the change is to reflect changes in law, regulation or codes of practice which apply to us or the way we are regulated, in which case we will endeavour to give you two months' notice wherever possible. Where this is not possible we will give you as much prior notice as is reasonably practicable.

*Notification of changes*

- 12.7 Where we have to give you notice, we will tell you about the change by letter, email, text message, statement messages or any other way which is sent to you individually and satisfies legal and other regulatory requirements.
- 12.8 When we give you advance notice of a change, you can end this agreement or close your account without charge during the notice period we give you. If you do not do so, we shall assume that you have accepted the change on the date the change comes into force.

## 13 Set off (using money between accounts)

- 13.1 If any accounts you hold with us are in credit, and you have failed to pay us any amount which you owe on any other accounts you hold with us, we may use the money you hold with us to reduce or repay the amount which you owe us. This is called our right of set-off.
- 13.2 We can use our right of set-off in respect of accounts which are in your sole name and accounts which are in joint names as follows:

Account in credit held in name of	Right of set-off can be applied against amounts owed on accounts held by
You	You
You	You and X
You and X	You and X
You and X	You
You and X	X

13.3 We will not use our right of set-off against any money which we hold in an account in your name which you have advised us is not yours. We will not use our right of set-off against any money which we are required to hold by law in an account in your name for someone else.

13.4 If we decide to use our right of set-off:

13.4.1 We will tell you why and when it will be done unless we reasonably believe that you will try and prevent us from obtaining repayment of the money which you owe us

**14 Liability**

*Our liability generally*

14.1 You must notify us as soon as possible after you become aware of any incorrectly executed transaction or any unauthorised transaction on your account calling us on 0844 384 3012 (or from overseas +44 (0) 203 301 5275) otherwise we may not be liable to you.

14.2 We will not be liable to you in any circumstances for:

14.2.1 any losses you suffer as a result of us acting on a Payment Order for a reason specified in this agreement; or

14.2.2 any losses you suffer because the details contained in a Payment Order were not correct; or

14.2.3 loss of business, loss of goodwill, loss of opportunity, loss of profit; or

14.2.4 any losses that are not directly associated with the incident that may cause you to claim against us; or

14.2.5 any loss to you that we could not reasonably have anticipated when you gave us an instruction under this agreement.

14.3 We will not refund a payment from your account:

14.3.1 if you have acted fraudulently; you will be liable for all payments made from your account;

14.3.2 if you sent the payment in an EEA currency to a recipient in the EEA and you inform us that the payment was unauthorised more than 13 months after the payment was made; and

14.3.3 if the payment was made because you deliberately or with gross negligence failed to keep your Security Details or Security Procedure secret; you may be liable for all payments on your account until you tell us in accordance with clause 4.2 that your Security Details or Security Procedure has been lost, stolen or are liable to misuse.

14.4 If you wish to make a claim under this agreement you must notify us and give us such details of the loss as we may reasonably 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. This will not exclude or limit any duty or liability we may have to you under applicable law or regulatory requirements that cannot lawfully be excluded.

14.5 Nothing in this clause 14 excludes our liability for fraudulent misrepresentation by us, our employees or agents, our liability for death or personal injury caused by our negligence or the negligence of our employees or agents or any other liability on our part that cannot be excluded by law.

*Micro-Enterprises*

14.6 The provisions of this clause 14.6 shall only apply if you are a Micro-Enterprise and shall not apply if you are not a Micro-Enterprise:

14.6.1 If we fail to execute or incorrectly execute a Payment Order (other than where you have not provided us with all the required information or the correct information), we will (subject to clause 14.4) refund the amount of the payment to your account together with any interest and charges you incurred as a result of the failure to execute the payment order correctly.

14.6.2 Where you have told us that there has been an unauthorised transaction or cheque payment on your account, we will (subject to clause 14.4) refund the amount of the payment to your account together with any interest and charges you incurred as a result of the unauthorised payment or transaction if the payment or transaction was in fact unauthorised. Beyond this we will have no further liability to you for an unauthorised transaction.

14.6.3 We may ask you to confirm in writing that you did not authorise a transaction. If we subsequently discover that you were not entitled to a refund, we shall treat the refund as a mistake and be entitled to reapply the transaction to your account, together with any interest and charges.

14.6.4 If there are reasonable grounds for thinking that you may not be entitled to a refund, we may investigate before giving you a refund. Any investigation will be carried out as quickly as possible in the circumstances and, unless

we can show that the transaction was authorised by you or that you are liable under clause 14.6.5, we will immediately refund the amount deducted and return your account to the position it would have been in if the unauthorised payment had not taken place.

- 14.6.5 Where a payment instruction is initiated by a payee (for example, a direct debit):
- (a) and you are payee, our responsibility is limited to correctly transmitting the Payment Order to the payer's bank. If we have incorrectly transmitted the payment instruction, you may request that we make immediate efforts to trace the payment and notify you of the outcome;
  - (b) and you are the payer, we are only responsible to you for a failure to execute the Payment Order or for incorrectly executing the Payment Order if the Payment Order has been correctly transmitted to us.

#### *Non-Micro-Enterprises*

- 14.7 The provisions of this clause 14.7 shall only apply if you are not a Micro-Enterprise and shall not apply if you are a Micro-Enterprise and the Payment Services Regulations 2009 (as replaced or amended from time to time) shall apply in so far as they are provided for herein:

- 14.7.1 If we fail to execute or incorrectly execute a payment instruction, other than a cheque (other than where you have not provided us with all the required information or the correct information), we shall be liable to you for any reasonable losses incurred by you but only if they arise directly from our breach of this agreement or our negligence, and if in the ordinary course of events and with the knowledge we had, we might reasonably have expected such loss to result directly from such breach or negligence. Our liability pursuant to this clause 14.7.1. shall be limited to (a) the amount (if any) necessary to reimburse you as required by law in respect of the transaction pursuant to which our negligence occurred and (b) the amount of any interest and charges directly incurred by you on the account that would not have been otherwise incurred. Beyond this we shall have no further liability to you for a failure to execute properly or at all, for any reason.
- 14.7.2 Where you have told us that there has been an unauthorised transaction or cheque payment on your account you will be liable for such transactions unless we are reasonably satisfied that the transaction was unauthorised. If the transaction was unauthorised we will (subject to clause 14.4) refund the amount of the transaction and any interest and charges directly incurred as a result. Beyond this we will have no further liability to you for an unauthorised transaction.
- 14.7.3 You must do all you reasonably can to keep your cheques secure from use by other people. If you lose a cheque or it is stolen you must tell us about it in accordance with clause 4.2. We shall not be liable for the defective execution or payment of cheques unless we are negligent or in breach of contract. If you tell us there has been an unauthorised cheque payment on your account we will only be liable to you if we are reasonably satisfied that the cheque payment was not authorised by you. If we are liable to you under this clause 14.8.4 we will refund you the amount of the payment, to the extent the payment was wrongly paid away, and any charges or interest directly incurred as a result. Beyond this we will have no further liability to you.

#### *Your liability to us*

- 14.8 If you break any of the conditions of this agreement, we can claim from you any losses or costs that we reasonably incur as a result of your breach. These include, but are not limited to, the costs of tracing you, informing you of and communicating with you regarding the breach and enforcing payment of any amounts due to us. We can claim this amounts from you in addition to recovering from you all amounts you owe to us.

## **15 Force majeure and sanctions**

- 15.1 Notwithstanding anything to the contrary in this agreement, if we are prevented, hindered or delayed from or in performing any of our obligations under this agreement due to acts, events, omissions or accidents beyond our reasonable control, (including but not limited to acts of god, flood, earthquake, windstorm or other natural disaster, epidemic of pandemic, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions, terrorist attack, civil war, malicious damage, civil commotion or riots, compliance with a law or governmental order, rule, regulation or direction, or any action taken by a government or public authority, accident, breakdown or other failure of equipment, software or communications network, fire, explosion, flood, interruption or failure of utility service, non-performance by suppliers or sub-contractors, labour disputes or other circumstances affecting the supply of goods of services), then we shall not be liable to you or be obliged to perform our obligations under this agreement to the extent that we are prevented, hindered or delayed in our performance by the abnormal and unforeseeable circumstances beyond our control.
- 15.2 We and/or any member of the Turkish Bank Group may be subject to sanctions and/or embargoes imposed by the international community, including the UK, EU, UN and the USA. We may not accept instructions and may refuse to make any payment or take any action pursuant to an instruction if it would result, or in our reasonable opinion is likely to result, in a breach by us or any member of the Turkish Bank Group of any sanction or embargo whether or not imposed in the UK and will not be liable for any loss, damage, cost or expense by reason aforesaid. We shall be entitled to disclose to the relevant authorities such information in relation to any instruction and/or payment as may be required.

## **16 Cancellation of your account**

- 16.1 Unless otherwise stated in the additional terms and conditions, you have the right to cancel your agreement with us by closing your account within a period of 14 days after the date we open your account. You can do this by contacting us by phone or in writing. We will give you all your money back together with any interest earned. We will ignore any additional charges and any notice period that applies to your account.

## **17 Terminating this agreement or closing your account**

- 17.1 This agreement will continue until terminated by you or us.

- 17.2 We may suspend an account if you are no longer eligible for it or if you do not use it for 12 months.
- 17.3 You can end this agreement or close your account by giving us at least one month's notice in writing. We shall not charge you for termination of this agreement after 12 months from its commencement.
- 17.4 We can end this agreement and close your account immediately in the following situations:
- 17.4.1 if any information you have given us or give us in the future (whether or not in connection with this agreement) is inaccurate;
  - 17.4.2 if any material litigation is (or material administrative, criminal or judicial proceedings are) being taken against you at the time this agreement is entered into and you have not informed us in writing before entering into this agreement ("material" means likely, if successful, to have any damaging effect on your business);
  - 17.4.3 you have seriously or persistently broken any of the terms of this agreement;
  - 17.4.4 there has been or we suspect there has been fraud involving any of your accounts or any transactions on any of your accounts;
  - 17.4.5 there has been or we suspect there has been suspicious activity on your account;
  - 17.4.6 if we have reasonable grounds for believing you have committed or are planning on committing a crime in connection with your account;
  - 17.4.7 you are, or we reasonably consider you may be, behaving improperly (for example in a threatening or abusive manner);
  - 17.4.8 we reasonably consider that by continuing this agreement we may be in breach of a court order or other legal or regulatory requirement;
  - 17.4.9 if you have not satisfied our anti-money laundering requirements;
  - 17.4.10 if we have demanded that you repay an overdrawn balance on your account and you fail to do so; or
  - 17.4.11 if we reasonably believe that you are, or are likely to be, unable to pay your debts when they become due (within the meanings of sections 123 or 268 of the Insolvency Act 1986), or any step, application or proceeding has been taken by you or against you 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 or otherwise or creditor attempts to enforce any security they hold, or (if you are a company) your sole director or all of your directors are disqualified, or any of the circumstances specified in the Company Directors Disqualification Act 1986 exist that would give rise to a power or obligation of a court to disqualify your sole director or all your directors.
- 17.5 We may end this agreement and close your account for any other reason by giving you at least one month's written notice.
- 17.6 We reserve the right to require any account to be closed without giving a reason.
- 17.7 The closure of your account, whether by you or us, will not release you from any liability in respect of sums owing to the Bank or from any previous liability or indemnity for any act performed by the Bank in accordance with instructions received from you or any authorised signatory under an Authority. Should there be any outstanding balance on any of your accounts it will become immediately due and payable on termination.
- 17.8 If we close your account we will repay any credit balance to you.
- 17.9 When your account is closed you are responsible for cancelling all direct payments into and out of your account, such as direct debits, standing orders and card payments. You must destroy any unused cheques and all cards we have issued you with by cutting them into six pieces. If we ask you to, you must return your destroyed cheques and cards to us.
- 17.10 In the event of the death of a sole account holder, we may require a grant of probate or letter of administration or grant of representation issued by the authorities before releasing any monies in your account to your personal representatives.
- 17.11 If this agreement ends, it will not affect any legal rights or obligations which have already arisen.

**18 Bankruptcy or insolvency**

- 18.1 On the happening of any of the events referred to in clause 17.4.11 then you agree that we may:
- 18.1.1 suspend or stop your ability to make payments from your account unless you have obtained an appropriate order from the court permitting you to do so;
  - 18.1.2 ask you to return any debit cards and cheque books you have, having first destroyed any unused cheques and all cards issued to you by cutting them into at least six pieces; and/or
  - 18.1.3 set up a separate account in your name to which any future payment receipts will be credited.
- 18.2 If we receive notification of any other court order or arrangement that has been entered into in relation to your account which requires authority to be obtained from a third party before we can act on instructions to make payments from your account, you agree that we may take any of the actions in clauses 18.1.1 or 18.1.2 above until we receive appropriate authority from the relevant third party.



**19 Transferring your account**

We may transfer you from your existing account to another account we believe is appropriate for you if your existing account is no longer going to be provided by us, or if we introduce new eligibility criteria or change any existing eligibility criteria for such account and you do not meet this. We will give you at least two months' notice of this. You can close your account within 60 days of it being converted without any charge or interest being applied for doing so.

**20 Inactive accounts**

We will mark your account as dormant if it has been inactive for at least two years to protect both you and us. You can ask us for details of how you can access your account either directly or via the British Bankers' Association (BBA).

**21 Transferring rights and obligations**

21.1 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 someone we reasonably consider capable of performing them and who is authorised or recognised by the Financial Conduct Authority (FCA) or the Prudential Regulatory Authority (PRA) as being entitled to accept deposits.

21.2 This agreement is personal to you and a person who is not a party to it will have no right to enforce any of its terms. Other than to companies within the Turkish Bank Group you may not transfer, assign or charge your accounts or any of your rights or obligations under this agreement.

**22 Not enforcing the Terms**

We may occasionally allow you extra time to comply with your obligations or decide not to exercise some of our rights. If we do, we can still insist on the strict enforcement of our rights at any later date.

**23 Governing law**

23.1 The terms are governed by the laws of England.

23.2 You agree to submit to the non-exclusive jurisdiction of the courts of England.

**24 Complaints procedure**

24.1 Turkish Bank (UK) Ltd is committed to providing a high standard of customer service. However, if you are not satisfied with any aspect of our service, our complaint handling procedure is in place to deal with your concerns effectively and in the correct manner.

24.2 If you wish to register your complaint, it would be helpful if you could provide the details below, together with any actions that may have already been taken to address your complaint.

24.3 You need to provide

- Your name, address and account number (if applicable)
- A clear description of your concern or complaint
- The Branch/Business Centre involved and the name of the member of staff dealing with you (if known)
- Details of how you would like us to correct your complaint
- Copies of any relevant documents or information that you have
- A daytime telephone number or e-mail address

24.4 Any complaint in writing should be addressed to:

Assistant General Manager  
Turkish Bank (UK) Ltd  
84-86 Borough High Street  
London SE1 1LN

Or you can either complete a form in one of our Branches or download a complaint form from our website [www.turkishbank.co.uk](http://www.turkishbank.co.uk) if that is more preferable to you.

24.5 After you have made your complaint

If we are unable to answer your complaint to your satisfaction by the close of business the next working day following its receipt, a Senior Official will be responsible for dealing with your complaint until it is resolved.

24.6 The next steps

Following the allocation of your complaint to a Senior Official, they will write to you within five working days outlining their understanding and the expected timescales involved in the investigation and resolving your complaint.

The Bank will continue to keep you updated and inform you of our progress and amended timescales in dealing with your complaint should we be unable to resolve it in the timescales which we gave initially.

24.7 Resolving your complaint

Once we have fully investigated your complaint, we will write to you again with a final response letter detailing our findings and advising you of any correcting actions that we are taking.

24.8 Unresolved complaints after eight weeks

If we are unable to issue you with a final response letter or answer the complaint to your satisfaction within eight weeks of the bank first receiving your complaint, a further progress report will be issued at this date. At this point, we will also advise you that if you are dissatisfied with the delay, that you may refer your complaint to the Financial Ombudsman Service. For your information, their address is:

Financial Ombudsman Service  
 South Quay Plaza  
 183 Marsh Wall  
 London E14 9SR

24.9 Please note that the Financial Ombudsman will not assess any complaints until the Bank has either issued a final response letter or eight weeks has passed since you initially made your complaint to the Bank. Full details can be found on their website, [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

**25 Financial Services Compensation Scheme**

We are a member of Financial Services Compensation Scheme (FSCS), the UK deposit protection scheme established under the Financial Services and Markets Act 2000. The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligation. Most depositors are covered by the scheme. Eligible depositors are entitled to claim up to £85,000 and for joint accounts, each account holder is treated as having a separate claim of up to £85,000 each. Further details of the Scheme are available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk).

**26 Our Regulators and how we are regulated**

26.1 We offer a range of savings and borrowing products and other financial services to our customers.

26.2 We are authorised and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority (PRA) (registration number 204566) for services except lending, in which we are licenced and regulated by the Office of Fair Trading (OFT) (OFT licence number 330505) for lending services.

26.3 We subscribe to the Lending Code; copies of the Code can be obtained from [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk).

26.4 Turkish Bank (UK) Ltd. is incorporated in the United Kingdom and Registered Number is 2643004 and registered in England and Wales having its Registered Office at 84-86 Borough High Street, London SE1 1LN.

26.5 Our VAT number is GB494255030.

**27 Our contact details**

27.1 For general enquiries please call us on 0845 602 6966 or write to us at the following address:

Customer Services Department  
 Turkish Bank (UK) Ltd  
 84-86 Borough High Street  
 London  
 SE1 1LN

27.2 To find out about our current interest rates please call us on 0845 602 6966 or visit your local branch.

27.3 To find out about our standard exchange rates for foreign cheques, international payments and foreign currency card transactions please call us on 0845 602 6966 or visit your local branch

27.4 For enquiries about the personal information we hold on you please write to the following address

Customer Services Department  
 Turkish Bank (UK) Ltd  
 84-86 Borough High Street  
 London  
 SE1 1LN

27.5 To tell us about a change of name, address or contact details please write to us at the above address or visit your local branch. If you phone us we may request you confirm the change of details in writing to us.

27.6 If your card, PIN or Security Details are lost or stolen or if you suspect the details of your card (including the card number) or Security Details may become liable to misuse, call us on 0844 384 3012 or from overseas +44 (0) 203 301 5275. If we ask, you must confirm the loss or theft of your card, PIN or Security Details in writing to us.



*"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  
Call Centre Tel: 0845 602 6966  
Call Centre Fax: 020 7939 9261

Turkish Bank (UK) Limited  
84-86 Borough High Street  
London SE1 1LN

Dalston Branch  
121 Kingsland High Street  
London E8 2PB

Harringay Branch  
577-579 Green Lanes  
Harringay  
London N8 0RG

Edmonton Branch  
92-94 Fore Street  
London N18 2XA

Palmers Green Branch  
391 Green Lanes  
London N13 4JG

Lewisham Branch  
83 Lewisham High Street  
London SE13 5JX

E-mail: [customerservices@turkishbank.co.uk](mailto:customerservices@turkishbank.co.uk)  
[www.turkishbank.co.uk](http://www.turkishbank.co.uk)

Turkish Bank (UK) Ltd is authorised and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.  
Registered in England, Registered No 2643004.  
Registered Office: 84-86 Borough High Street, LONDON SE1 1LN