

Terms & Conditions For Personal Customers And Business Customers



Terms and Conditions for Personal Customers and Business Customers
These Terms and Conditions apply to all of the accounts and services which
are set out in our Product Guide.
Please read these Terms and Conditions carefully as you will be legally bound by them.

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General Terms

1 Introduction

- 1.1 Your agreement with us is made up of these Terms and Conditions, the Product Terms, our charges tariff and your application form. You should also read our Privacy Statement, which can be found on our Website and is available in our branches or on request.
- 1.2 These Terms and Conditions are split into two sections:
- 1.2.1 General Terms – this section contains general terms and conditions which apply to all of our accounts; and
 - 1.2.2 Additional Terms – this section contains additional terms and conditions which apply to particular services that we offer.
- 1.3 If there is any conflict between:
- 1.3.1 the General Terms and the Additional Terms, then the Additional Terms will apply; and
 - 1.3.2 these Terms and Conditions and the Product Terms, the Product Terms will apply.
- 1.4 You can ask us for an up to date copy of these Terms and Conditions and the Product Terms at any time – just call us, write to us or visit us at your local branch.
- 1.5 If you have a personal account with us, this is provided for your personal use. You must not use any of our personal accounts or services for business purposes.

2 Words we use and what they mean

| Words and expressions we use | What they mean |
|------------------------------|---|
| account | the account you hold with us |
| account information service | a service provided by another business that allows you to see your accounts with us and other financial institutions in one place |
| payment account | our Current Account, Basic Account and our Easy Access Account |
| payment initiation service | a service provided by another business that allows that business to instruct us to make payments from your account on your behalf |



| | |
|--|---|
| payment scheme exchange rate | the foreign exchange rate set by Visa Europe which can be found at www.visaeurope.com/making-payments/exchange-rates |
| product terms | the terms and conditions relating to any accounts that you hold with us |
| security details | the processes or security procedures we ask you to use or follow, including passwords used for internet banking and/or telephone banking, PINs, security numbers and codes |
| third party provider | providers of account information services and payment initiation services |
| the Turkish Bank Foreign Exchange Rate | means a currency exchange rate determined by Turkish Bank acting in its sole discretion |
| Turkish Bank Group | Turkish Bank (UK) Limited and its associated companies |
| Website | our website at www.turkishbank.co.uk |
| working day | Monday to Friday, not including bank holidays in the UK |
| we, us, our | Turkish Bank (UK) Limited |
| “you, your” | the account holder(s) |

3 Information we need from you

- 3.1** Before we provide an account to you and any time that your account is open, we may ask you to provide us with information so that we can perform checks that we are required to perform by law. We may also suspend or close your account if we are unable to complete any checks that we are required to complete by law.



3.2 We reserve the right to decline to open an account without giving a reason.

3.3 If you are a business customer, we will ask you to complete a mandate identifying the people within your business that you authorise to give us instructions and/or to operate your accounts for you. We will also ask for specimens of his, her or their signatures. We may also ask you for the following information at any time and you must promptly send it to us:

| | |
|---|---|
| if you are a limited company | a certified copy of your Certificate of Incorporation. We may also ask you for a certified copy of your 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 | a copy of your incorporation document and certificate of incorporation |
| if you are a charity, club, society or other unincorporated association | 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 |

3.4 If you are a business customer, you must promptly send us without request:

- 3.4.1 a certified copy of any future board/LLP or equivalent resolutions which affect the terms of your mandate; and
- 3.4.2 details of any changes to your officials, directors/members, company secretary and other officers and authorised signatories.

4 Communicating with you

4.1 You can contact us by telephone on 0800 032 0480 or write to us at the following address: Customer Services Department, Turkish Bank (UK) Ltd, 84-86 Borough High Street, London SE1 1LN. You can also visit us at your local branch.

4.2 If your card or security details are lost or stolen or if you suspect the details on your card or your security details could be misused, call us immediately on 0800 870 8823 or +44 (0)203 301 5275 from overseas. If we ask, you must confirm the loss or theft of your card or security details in writing to us.



- 4.3** We will contact you by post, e-mail, telephone or SMS using the contact details you give us. If your name, address, telephone number or e-mail address changes, you must tell us.
- 4.4** We will always communicate with you in English.
- 4.5** If there are suspected or actual fraud or security threats to your account, we will contact you by post, e-mail or telephone.
- 4.6** Telephone calls and/or other electronic communications may be recorded and/or monitored.

5 Account statements

- 5.1** Each month that there are transactions on your account, we will provide you with a statement free of charge, unless you choose:
 - 5.1.1 to view statements for your account electronically and not to receive paper statements; or
 - 5.1.2 to receive statements less frequently than monthly, in which case you can always call us and request a monthly statement at any time and we will provide one to you.

Your statements will contain details about each transaction such as a reference for the transaction and the amount of any charges payable.

- 5.2** If you need a copy of a statement, please contact us and we will provide one to you. The charges for copy statements are set out in our charges tariff.
- 5.3** You should read your statements carefully and tell us as soon as possible if you think there is anything incorrect on them.

6 Security

- 6.1** You must keep any cards and security details that we provide to you safe. You must:
 - 6.1.1 never write down your security details in a way that could be understood by someone else;
 - 6.1.2 never choose passwords that would be easy for other people to guess;
 - 6.1.3 take care to ensure that no one hears or sees your security details when you use them;
 - 6.1.4 not allow anyone else to have or use your card or security details and not disclose them to anyone (other than to an authorised third party provider, if you are permitted to disclose your security details to them – see clause 6.1.8
 - 6.1.5 keep your cards and cheque books separate;
 - 6.1.6 sign your cards as soon as you receive them;
 - 6.1.7 keep information containing personal details safe and dispose of the information safely, for example by shredding it;
 - 6.1.8 change your security details immediately and tell us as soon as possible if you know, or suspect that, anyone knows your security details (other than an authorised third party provider, if you are permitted to disclose your security details to them – see clause 6.1.4:



- 6.1.9 keep your security details unique to your accounts with us;
- 6.1.10 not tamper with your card;
- 6.1.11 comply with any reasonable instructions regarding keeping your card and security details safe that we give to you; and
- 6.1.12 co-operate with any reasonable requests regarding any investigation into the actual or suspected misuse of your card or security details.

6.2 If you report your card as lost or stolen and you find it later, you must destroy it by cutting it into at least six pieces and you must return it to us.

7 Interest and charges

7.1 When you open an account, we will give you details of the interest rate and charges which apply to the account.

7.2 You can also find our current interest rates and charges on our website or call us and we will send you a copy.

7.3 If you have an account which earns interest, your Product Terms will set out how interest is calculated and when it is paid.

7.4 Interest will be paid gross. If the total amount of interest you earn exceeds any Personal Savings Allowance that you are entitled to, you may need to pay tax to HMRC at the relevant rate.

7.5 Charges will be deducted from your account on a monthly basis. We will tell you what the charges are at least 14 days before we deduct them from your account.

7.6 Other taxes or costs may exist that are not paid via us or imposed by us. It is your responsibility to pay these.

7.7 If you have an overdraft, we will charge you interest which will be due in accordance with your facility letter. We may also charge compound interest. We may take any interest and charges you owe us from the same account, or from other accounts as allowed under clause 25.1. We will tell you personally about overdraft charges and interest you have to pay at least 14 days before we take them from your accounts.

8 Payments out of your account

8.1 You can give us instructions to make a payment:

- 8.1.1 in person at a branch (by following any procedures that we ask you to follow);
- 8.1.2 by sending us a signed request to make a payment by post;



- 8.1.3 by using your card and entering your PIN or holding your card near a card reader to make a contactless transaction;
- 8.1.4 by entering your security details to use our internet banking service and following the procedures to make a payment;
- 8.1.5 by completing a direct debit form; or
- 8.1.6 by following any procedures required by the provider of a payment initiation service.

8.2 When you give us instructions to make a payment, you will need to provide certain details to us about the recipient. You will need to provide the sort code and account number for sterling payments to a recipient in the UK, or information such as the IBAN, BIC and/or SWIFT for payments to a recipient outside of the UK or in currencies other than sterling. We may also ask you for other details such as the name of the recipient, but we will not use these to process your payment.

8.3 You are responsible for checking that the details you provide to us are correct. We will not be responsible if your payment is delayed or sent to the wrong person because you have given us the wrong details, but we will try to trace the payment for you. There may be a charge for this, and we will always tell you what the charge is and check you agree before we try to trace the payment. If we cannot recover the monies for you, you can ask us in writing and we will provide you with all available relevant information that we can provide to you by law to help you file a claim to recover the funds.

8.4 We will process your payment instructions once we have received them. If we receive an instruction after our cut off time, or on a day that is not a working day, we will treat your instruction as having been received on the next working day. If you ask us to make a payment on a future date, we will treat your instruction as having been received on that future date. If you are making a payment within the EEA in an EEA currency, our cut off time is 3pm. For all other payments, please ask us and we will confirm the cut off time for the payment you wish to make.

8.5 You cannot cancel payment instructions once you have given them to us, unless you have asked us to make a payment or a series of payments on a future date. If you have asked us to make a payment or a series of payments on a future date, you can cancel your instructions up to the end of the working day before that future date. If you ask us to cancel a series of payments (like a direct debit or standing order), you will cancel all future payments in the series. To cancel, you should contact your branch (or any other person we tell you), write to us, or call us and confirm in writing. If you would like to cancel a payment instruction, we will need the following information:

- 8.5.1 or standing orders and direct debits, the name of the recipient, amount of the payment and frequency of the payment; and
- 8.5.2 for [single] future dated payments, the name of the recipient, amount of the payment and the due date for the payment.

If you cancel a series of payments made to a business, we recommend you tell the business that is expecting to receive the payment as we cannot do that for you.



8.6 If you make a payment, it will be credited to the recipient's bank account as follows:

| Type of payment | How long it will take from when we receive your instruction |
|--|---|
| Payments in sterling within the UK | End of next working day |
| Payments in euro within the EEA | End of next working day |
| Payments in EEA currencies within the EEA (other than payments in sterling within the UK or payments in euro within the EEA) | our Current Account, Basic Account and our Easy Access Account |
| Payments in non-EEA currencies or to a country outside of the EEA | a service provided by another business that allows that business to instruct us to make payments from your account on your behalf |

8.7 If you ask us to make a payment in a currency other than sterling (other than a debit card payment), we will convert the payment using the Turkish Bank Foreign Exchange Rate. Our exchange rates are variable exchange rates which change constantly throughout the day to reflect movements in foreign exchange markets. Please call us when you would like to make a payment if you would like to know the exchange rate that will apply.

8.8 If you make a payment using your debit card, we will convert the payment using the payment scheme exchange rate on the day that the payment is debited from your account. A fee will be added to the converted amount. Please refer to our website for the current fee. If your debit card is used to withdraw cash from an ATM there may also be a handling charge and this will also be deducted from your account. The payment scheme exchange rate changes frequently and you can check the rate at any time at www.visaeurope.com/making-payments/exchange-rates.

8.9 If you are making a payment within the EEA, you must pay any charges levied by us and the person receiving the payment must pay any charges levied by its bank. For payments outside the EEA, you can decide whether you pay the charges, share the charges or whether the person receiving the payment pays the charges.

8.10 We can refuse to make a payment if:

- 8.10.1 we reasonably believe that making the payment might cause us to breach a legal requirement or might expose us to action from any government or regulator;
- 8.10.2 there are insufficient funds in your account;
- 8.10.3 you fail to provide us with appropriate identification;
- 8.10.4 the payment instruction exceeds any limit which applies (for security purposes or otherwise);
- 8.10.5 your payment instruction is not clear or contains errors or missing information;
- 8.10.6 a legal requirement, court or other authority tells us to refuse the payment;
- 8.10.7 the payment appears unusual compared with your normal use of the account;



- 8.10.8 we have reasonable grounds to suspect fraudulent activity;
- 8.10.9 the payment is being made to, or you are trying to make a card payment in, certain countries (details of which are available from us);
- 8.10.10 we reasonably believe that making the payment could damage our reputation;
- 8.10.11 we reasonably believe that someone else may have legal rights over money in your account; and/or
- 8.10.12 making the payment would breach any term of these Terms and Conditions or the Product Terms.

8.11 Unless we are prevented from doing so by law, we will contact you by telephone, email or post as soon as possible to tell you that we have declined to act on your payment instruction. Where possible, we will let you know the reasons why and, if there were errors in your payment instruction, what you can do to correct those errors. If you are using your card for a card transaction the retailer or ATM owner will inform you that the payment has been refused and, in those circumstances, you can contact us to ask why we have declined to act on your instructions.

8.12 [We may contact you before we agree to make a payment if we identify unusual payments on your account.]

8.13 There are limits on certain types of payments you can make (e.g. limits for ATM withdrawals, limits for making contactless payments). We will tell you what these limits are and they may change from time to time. We also apply limits to payments sometimes for security reasons (and, for security, we cannot always tell you what these are).

9 Making payments by cheque

9.1 This section will only be relevant to you if a cheque book is issued on your account.

9.2 You must only write cheques in sterling.

9.3 You can instruct us to stop or cancel a cheque as long as it has not yet been paid in by writing to us and giving us 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.

9.4 If a cheque is lost or stolen, or if you think someone has signed one of your cheques without your permission, please contact us. If you report a cheque as lost or stolen and you find it later, you must destroy it by cutting it into at least six pieces.

9.5 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.

9.6 You must not issue post-dated cheques.

10 Payments into your account



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10.1 Cash paid in at a branch will be available for you to use and will start to earn interest immediately. This applies as long as the cash is in the same currency as the currency of your account providing that account is interest bearing.

10.2 When an electronic payment is made into your account, it will be available for you to use as follows:

| Type of payment | When it will be available for you to use |
|--|--|
| Payment in the same currency as your account | Immediately |
| Payment in sterling, euro or any other EEA currency, where you have an account denominated in any EEA currency | Immediately |
| Any payments made between two accounts held with us | Immediately |
| Any other payment | Please contact us and we will tell you when the money will be available for you to use |

10.3 If you have an account which earns interest, electronic payments made into your account will start to earn interest on the same day.

10.4 Where required, we will convert payments into sterling before we pay them into your account. We will use the Turkish Bank Foreign Exchange Rate 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.

11 Paying cheques into your account

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Sterling cheques

11.1 Sterling cheques go through a system called clearing. We clear cheques using an image of the cheque, rather than the paper.

11.2 If you pay in a sterling cheque drawn on a bank in the UK, Channel Islands, Isle of Man or Gibraltar before our cut off time on Monday (Day 0):

11.2.1 it will start to earn interest on Tuesday (Day 1);



- 11.2.2 the money will be available in your account by the end of Tuesday (Day 1); and
- 11.2.3 the cheque cannot be returned unpaid after the money is available in your account (i.e. after the end of Tuesday) (Day 1).

11.3 Our cut off time for paying in cheques is available at our branches. The cut off time may be earlier on public holidays and you can also find details of this at our branches. If you pay in a cheque after the cut off time, we will treat the next working day as 'Day 0'.

11.4 We may not accept a cheque for payment into your account if it is more than six months old.

11.5 If you pay a cheque into your account over the counter at another bank, the timescales above will not apply until we receive the cheque.

11.6 If you are a business customer, we will accept cheque payments into your account as follows:

- 11.6.1 if you are a sole trader, to you or your trading name;
- 11.6.2 if you are a partnership, to any of the partners or your trading name;
- 11.6.3 if you are a company or limited partnership, to the company or limited partnership or its trading name;
- 11.6.4 if you are a club, society, or other unincorporated association, to its own name.

Foreign cheques

11.7 When we say foreign cheques, we mean cheques drawn in a currency other than sterling or cheques paid out of an account abroad (i.e. a country other than the UK, the Isle of Man, Gibraltar or the Channel Islands).

11.8 If you want to pay in a foreign cheque the processing times for UK cheques do not apply and we may decide to 'negotiate' it or 'collect' it.

11.9 If we 'negotiate' the cheque:

- 11.9.1 we will credit the money to your account on the day we receive it (less any applicable charges) and convert it into sterling using the Turkish Bank Foreign Exchange Rate; and
- 11.9.2 if the cheque is returned unpaid, we will deduct the monies from your account. The amount we deduct may be different from the amount we paid in (e.g. if the exchange rate has changed or if we deducted charges when we paid you the monies). We will deduct a fee for the cheque being returned. The charge for this is set out in our charges tariff.

11.10 If we collect the cheque:

- 11.10.1 we will send it to the paying bank and wait for the payment from them;
- 11.10.2 we will only credit the money to your account once we or our agents have received the money from them (less any applicable charges). If required, we will convert it into sterling using the Turkish Bank Foreign Exchange Rate; and

11.10.3 if the cheque is returned unpaid, we will deduct the monies from your account. The amount



we deduct may be different from the amount we paid in (e.g. if the exchange rate has changed or if we deducted charges when we paid you the monies). We will deduct a fee for the cheque being returned. The fee is set out in our charges tariff.

- 11.11** 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.
- 11.12** 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 results 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.

12 Payments made into your account by mistake

- 12.1** If a payment from someone else is added to your account by mistake or the bank that sent it asks for it back, we can deduct the payment from your account or put a hold on the money so that you cannot spend it. We do not have to tell you before we do this, even if this results in your account going into an authorised or unauthorised overdraft.
- 12.2** We may also pass on information about you to the other bank to help them recover the funds, which could include personal information we hold about you.

13 Suspending a card or your security details

- 13.1** We can suspend the use of your card or security details if:
- 13.1.1 we have concerns about their security;
 - 13.1.2 we suspect their unauthorised or fraudulent use; and/or
 - 13.1.3 we believe there is a significantly increased risk that you will be unable to repay any money you owe us.
- 13.2** If we need to do this, we will contact you by post, email or telephone beforehand, or as soon as possible afterwards, and tell you why, unless it would be unlawful for us to do so or it would compromise our security. We will lift the suspension as soon as the reason we suspended your card or security details no longer applies.

14 Overdrafts

- 14.1** Arranged overdrafts are available on request if you satisfy our lending criteria. If you are a personal customer, you must be aged 18 or over.



- 14.2** If we agree to provide an arranged overdraft to you, we will send you an overdraft confirmation letter setting out its terms.
- 14.3** Instructions for a withdrawal or payment which would result in:
- 14.3.1 your account becoming overdrawn, or further overdrawn, without prior arrangement; or
 - 14.3.2 your arranged overdraft limit being exceeded,
- will be treated as an informal request for an unarranged overdraft.
- 14.4** We will decide at our discretion (taking into account your financial circumstances) whether or not to accept your request for an unarranged overdraft.
- 14.5** 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.
- 14.6** 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.
- 14.7** 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.
- 14.8** Savings accounts must always be kept in credit.
- 14.9** Whenever your account is overdrawn you should make regular payments into your account. You must tell us if you are unable to do so.
- 14.10** You will also be responsible for paying any costs reasonably incurred by us in connection with your liability to us. This will include (but will not be limited to) costs of:
- 14.10.1 taking/preserving and/or realising any security; and
 - 14.10.2 taking steps, including Court action to obtain payment.

15 **Unauthorised payments**

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- 15.1** Where money is paid from your account and you have not authorised the payment, you may be entitled to a refund from us. How we deal with unauthorised payments depends on whether the payment was made when your account was in credit or overdrawn.
- 15.2** If you are entitled to a refund, we will refund the amount of the transaction to you. We will also refund any charges you have paid relating to the payment and refund any interest you have paid, or pay you any interest you have missed out on. You will not have any further claim against us. We will provide the refund as soon as possible and always by the end of the next working day after we become aware of the unauthorised payment, unless we suspect you have acted fraudulently



- 15.3** You must notify us as soon as possible by calling 0800 032 0480 or by coming into a branch (if during branch opening hours) if you become aware of an unauthorised payment, and in any event within 13 months of the date that the payment left your account. If you don't, we will look at your circumstances but you may not be entitled to a refund.
- 15.4** You will not be entitled to a refund for an unauthorised transaction if you have acted fraudulently.
- 15.5** You will not be entitled to a refund if you have intentionally or with gross negligence failed to take all reasonable steps to keep your card or security details safe or use your card or security details in accordance with these Terms and Conditions and the Product Terms. There are some exceptions to this:
- 15.5.1 if any of the payments are made using your overdraft, we will refund unauthorised payments to the extent they were made using that overdraft; and
 - 15.5.2 you will always be entitled to a refund for any losses that arise from an unauthorised payment:
 - 15.5.2.1 after you have told us that your card or security details have been lost or stolen;
 - 15.5.2.2 if we do not provide you with a way to notify us that your card or security details have been lost or stolen; and
 - 15.5.2.3 where your card or security details have been used in certain circumstances to buy something online or/at a distance.
- 15.6** We may investigate whether you are entitled to a refund and ask you to provide us with information as part of that investigation. If we provide you with a refund then we discover you were not entitled to that refund, we may take the refunded amount from your account. We will give you reasonable notice before we do this.
- 15.7** This section does not affect any rights you may have under the UK [or SEPA] Direct Debit Scheme.

16 Where payments go wrong or are late

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- 16.1** If you ask us to make a payment to an account at another bank and the bank does not receive it, we will without delay refund to you the amount of the payment. We will also refund any charges you have paid relating to the transaction and refund any interest you have paid, or pay you any interest you have missed out on.
- 16.2** If you ask us to make a payment to someone else in the EEA and the recipient's bank receives it later than the timings in clause 8.6, you can ask us and we will contact the other bank and ask them to correct the amount of interest and charges on the account with their customer (so that it is as if the payment was received on time).
- 16.3** If we receive a payment for you but we do not credit it to your account when we should have done by law (see clause 10.2), we will immediately make available the amount of the payment to you and credit it to your account. We will also refund to you any charges you have incurred due to our failure and pay/refund any interest to you so that it is as if you received the payment when you should have done.
- 16.4** You will not be entitled to a refund if you did not give us the correct details for the recipient or if you fail to notify us without undue delay on becoming aware of the error, and in any event within 13 months of the date that the payment left or should have left your account.



16.5 If you ask us to trace a payment, we will try to do so and we will tell you whether we were successful.

16.6 This section does not affect any rights you may have under the UK or SEPA Direct Debit Scheme.

17 Refunds where you have been charged more than you expected

17.1 If you agreed that someone else could take money out of your account without you knowing how much it would be when you authorised the payment (for example, when you were hiring a car or staying at a hotel) and the amount of the payment was more than you could reasonably have expected in the circumstances (taking into account, for example, your previous spending pattern), you can ask us for a refund if:

17.1.1 you made the payment in the EEA; and

17.1.2 you request the refund within eight weeks of the date the money left your account.

17.2 We can ask you for more information to help us investigate whether you are entitled to a refund before providing one.

17.3 We will provide a refund within ten working days of receiving your request or of receiving any information we ask for, or we will explain to you why we are not providing a refund.

17.4 If we provide a refund, we will also refund any interest you have paid, or pay you any interest you have missed out on.

17.5 You will not be entitled to a refund if you gave us your consent to make the payment and information about the amount of the payment was provided or made available to you at least four weeks before the date of the payment.

17.6 This section does not affect any rights you may have under the UK [or SEPA] Direct Debit Scheme.

18 Liability

18.1 We will not be responsible for losses or costs caused by any abnormal and unforeseen circumstances which are outside our control which meant that we could not follow these Terms and Conditions despite our best efforts to do so. Examples of circumstances outside of our reasonable control would be acts of god, strikes, network failures, mechanical failures or major issues with a payment system.

18.2 We will not be responsible for losses or costs caused by us complying with our legal or regulatory obligations.

18.3 We will not be responsible for any losses we could not reasonably have predicted when you gave us your instructions or that are not directly associated with the incident that cause you to claim against us.



- 18.4** If you are a business customer, we will not be responsible to you for any loss of business, loss of goodwill, loss of opportunity or loss of profit (in each case whether direct, indirect or consequential).
- 18.5** Nothing in this agreement limits our liability for acting fraudulently or very carelessly or otherwise excludes or limits our liability to the extent we are unable to exclude or limit it by law.

19 Third Party Providers

- 19.1** This section only applies if you have a payment account with us and that account allows you to sign up for internet banking.
- 19.2** You can give authorised third party providers access to that account so that those third party providers can provide their services to you.
- 19.3** You will need to sign up for internet banking with us in order to use a third party provider's services.
- 19.4** If you give a third party provider access to your account, we will treat any instructions from that third party provider as if they were from you.
- 19.5** We may refuse to allow a third party provider access to your account if we have concerns about unauthorised or fraudulent access. We will tell you and let you know the reasons why by telephone, e-mail or post before we do so, or as soon as possible afterwards. We will not tell you where doing so will compromise our reasonable security measures or otherwise be unlawful.
- 19.6** If you think a payment involving a third party provider may have been made incorrectly or is unauthorised, you must tell us as soon as possible and always within the timescales in clause 16.4.

20 Joint Accounts

- 20.1** This clause applies to personal customers only. If you are a business customer, please see the Additional Terms for Business Customers.
- 20.2** If you have a joint account, any one of you can give us instructions on your joint account independently of the other account holders. This means that we can accept instructions from one of you, which could include instructions to make payments or overdraw the account.
- 20.3** All account holders are jointly and severally responsible for debts. This means we can demand payment of the whole amount you owe us, and not just a share of it, from everyone named on the account, but we can also collect it from just some or one of you. We can also decide that we will accept partial payment from one of you, without agreeing that the other(s) do not owe us the rest of the money.
- 20.4** All of you together and individually are responsible for complying with these Terms and Conditions and the Product Terms. If any one of you does not comply with these Terms and Conditions or the Product Terms, we can take action against any one of you or all of you, alone or together.



- 20.5** If you wish to add or remove a party from a joint account, you must all give us instructions to do so.
- 20.6** We may disclose to any account holder any information we hold about the joint account.
- 20.7** A notice given to one joint account holder will be treated as a notice to all account holders.
- 20.8** If we become aware of a dispute between account holders, we may take steps to prevent any of you giving instructions or using the account individually until the dispute is ended.
- 20.9** When this agreement ends (or your account is closed) we may transfer money we hold in the joint account to any one of you.
- 20.10** In the event of death of an account holder, we may (but are not obliged to) continue acting on the instructions of the remaining joint account holder, including allowing them to withdraw any credit balance.

21 Third party instructions

- 21.1** If you authorise another person to operate your account (by signing a third party mandate or appointing a power of attorney) then you will be responsible for their acts and omissions as if they were your own. You should take legal advice before doing so.
- 21.2** On joint accounts, all of you must sign a third party mandate.

22 Making changes to these Terms and Conditions, the Product Terms charges or interest rates

- 22.1** We may change interest rates, charges, these Terms and Conditions and the Product Terms from time to time. We will not change an interest rate which is fixed for a particular time, and we will tell you if this is the case in your Product Guide.
- 22.2** We may make changes:
- 22.2.1 to be in line with others in the banking industry;
 - 22.2.2 because we are not going to provide a type of account or service anymore;
 - 22.2.3 because we are changing a service that we offer;
 - 22.2.4 because we are introducing a new service that requires a change to these Terms and Conditions or the Product Terms;
 - 22.2.5 due to changes in technology;
 - 22.2.6 due to changes to law or regulation, industry guidance or recommendations or decisions of a court, regulatory body or the Financial Ombudsman;
 - 22.2.7 due to changes in the Bank of England base rate or other market rates;
 - 22.2.8 to reflect legitimate higher or lower costs in providing the account, including our costs of funding;
 - 22.2.9 due to changes in our costs; and/or



22.2.10 because we want to correct errors or make these Terms and Conditions or the Product Terms clearer.

- 22.3** We may also need to make changes for reasons we have not set out here (since you may have your account with us for a long time), but we will always give you notice as set out below. We may also need to transfer you to another account if you no longer meet any eligibility criteria for your existing account or if we will no longer provide the account that you hold.
- 22.4** We will give you at least two months' advance notice of any changes to your charges, these Terms and Conditions or the Product Terms. Sometimes we may be unable to give you two months' advance notice if there has been a change in law or regulation at short notice, in which case we will give you as much notice as possible.
- 22.5** If we introduce a new service or features on your account which do not require changes to these Terms and Conditions or the Product Terms, we will not necessarily give you advance notice.
- 22.6** We can change the interest rates we set on an account in the following ways:
- 22.6.1 if the change is to your advantage we will write to you within 30 days advising you of the change; and
 - 22.6.2 if the change is not to your advantage, we will write to you 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.
- 22.7** When we give you advance notice of a change, you can end this agreement or close your account at any time during the notice period we give you and we will not charge you for doing so. If you do not do so, you will be treated as if you have accepted the change from the date that the change comes into force.
- 22.8** When we say we will publish notice of a change, we will do so by general notice at our bank branches and on our website. When we give you notice of a change personally, we may do this by post, email, a message on your statement or in any other way that will be sent to you individually. We recommend that you securely save copies of electronic notifications for your records.

23 Closing your account or ending a service

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- 23.1** Unless the Product Terms state otherwise, this agreement will continue until either you or we end it.
- 23.2** Unless the Product Terms state otherwise, you can end this agreement and close your account or end any service at any time by writing to us, calling us or visiting one of our branches. We may ask you to confirm your instructions in writing.
- 23.3** We can end this agreement and close your account or end any service immediately in certain situations, for example if:
- 23.3.1 you have seriously or persistently broken any of these Terms and Conditions or the Product Terms;
 - 23.3.2 we suspect you have acted fraudulently;
 - 23.3.3 there has been or we suspect there has been suspicious activity on your account;



- 23.3.4 we have reasonable grounds for believing you have committed or are planning on committing a crime in connection with your account;
- 23.3.5 you are, or we reasonably consider you may be, behaving improperly (for example in a threatening or abusive manner);
- 23.3.6 we reasonably consider that by continuing our relationship with you we may be in breach of a court order or other legal or regulatory requirement;
- 23.3.7 you have not satisfied our anti-money laundering, counter terrorist funding or anti-bribery and corruption requirements;
- 23.3.8 we have demanded that you repay an overdrawn balance on your account and you fail to do so;
- 23.3.9 you have failed to pay any charges or other sums due to us;
- 23.3.10 a bankruptcy order has been made against you;
- 23.3.11 any information you have given us or give us in the future is inaccurate;

23.4 In addition to the reasons set out above, if you are a business customer we can end this agreement and close your account or end any service immediately in certain situations, for example if:

- 23.4.1 any litigation or administrative, criminal or judicial proceedings are being taken against you at the time this agreement is entered into which are likely to have a damaging effect on your business and you have not informed us in writing before entering into the agreement with us;
- 23.4.2 you or a third party have taken any steps to wind up your business, put it into administration or any other insolvency process;
- 23.4.3 you enter into any voluntary arrangement with any of your creditors;
- 23.4.4 You enter into any agreement with any of your creditors to defer or reduce the amounts due and payable to them;
- 23.4.5 anyone tries to enforce security granted by you;
- 23.4.6 any of your creditors commences a legal process to enforce sums owed by you; or
- 23.4.7 any of your director(s) have been disqualified or something has happened that means a court could decide to disqualify them.

23.5 We may end this agreement and close your account or stop providing you with any service for any other reason by giving you at least two months' written notice.

23.6 If your account is to be closed:

- 23.6.1 we will repay any credit balance to you after deduction of any applicable interest and charges;
- 23.6.2 you are responsible for cancelling all direct payments into and out of your account, such as direct debits, standing orders and card payments;
- 23.6.3 you must destroy any unused cheques and all cards issued to you by cutting them into at least six pieces and you must return them to us on our request;
- 23.6.4 you must pay to us any amounts you owe to us and you will not be released from any liability for monies owing to us;
- 23.6.5 we will not be liable for any actions we have taken in accordance with instructions received from you; and
- 23.6.6 the closure and termination of our relationship with you will not affect any legal rights or obligations which have already arisen.

23.7 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.

23.8 We may suspend an account if you are no longer eligible for it or if you do not use it for 12 months.



- 23.9** You can also switch your account by using the Current Account Switch Service. This is a service which makes it easier to move your account from one bank to another.
- 23.10** If a sole account holder dies, the personal representative of the sole account holder will need to close the account and/or end any service. We may ask for certain evidence from the personal representative before they can do so.

24 Cancellation

- 24.1** Unless we tell you otherwise in the Product Terms, you have the right to cancel your agreement with us by closing your account within a period of 14 days of the date that 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. You will only have to pay any charges you have incurred up to the date of cancellation and any charges you have paid in advance will be pro-rated. Any amounts due to us on the date that your account is cancelled must be paid to us immediately. If you do not cancel within this time, you can close your account in accordance with clause 23.2

25 Owing us money

- 25.1** 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.
- 25.2** 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:
- 25.3** We will not use our right of set-off in certain circumstances. For example, we will not use it against any

| 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 You and X | You |
| You and X | X |



money which we hold in an account in your name which you have advised us is not yours. We will also 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.

26 Obligation to report income

- 26.1 If you are connected with a country (for example because you have income or assets there, or are domiciled or resident there), you may be obliged by law to report your worldwide income to a tax authority in that country. You should take tax advice if you are in any doubt about your reporting obligations.
- 26.2 We may be required to share information about your accounts with the UK or relevant tax authorities due to law or regulation (either directly or via the local tax authority). Once we have shared information with a tax authority, they could then share that information with other appropriate tax authorities. If we need information or documentation from you about this, you must supply them. If you fail to do so, we may need to close your account. We may also be required by law or regulation to withhold parts of certain payments received into your account, and pass the withheld funds to the relevant tax authorities.
- 26.3 You must advise us of your tax residency and it is your responsibility to inform us of any changes to your tax residence.

27 General

- 27.1 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.
- 27.2 We may transfer all or any of our rights or obligations in relation to your account. You may not transfer any of your rights or obligations in relation to your account or transfer or assign any account or deposit.
- 27.3 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.
- 27.4 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.
- 27.5 You may not transfer, assign or charge your accounts or any of your rights or obligations under this agreement.
- 27.6 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.



- 27.7** These Terms and Conditions (including any non-contractual obligations), the Product Terms and any dealings with you are governed by the laws of England and Wales. You can take legal proceedings against us in the UK or the country where you live.

28 Complaints procedure

- 28.1** We are committed to providing a high standard of customer service. However, if you are unhappy with any aspect of our service, our complaint handling procedure is in place to deal with your concerns. Please contact us if you would like a copy of our complaints procedure, or if you would like to discuss a complaint with us.
- 28.2** If you are not satisfied with our response to your complaint, or we do not reply to your complaint under the timescales that we are required to by law, you may be able to refer your complaint to the Financial Ombudsman Service at Exchange Tower, London E14 9SR or www.financial-ombudsman.org.uk. You may also be able to submit your complaint using the online dispute resolution platform set up by the European Commission (ec.europa.eu/odr).

29 How we are regulated

- 29.1** We are incorporated in the United Kingdom and our registered number is 2643004. Our registered office is at 84-86 Borough High Street, London SE1 1LN.
- 29.2** We are authorised and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (registration number 204566).
- 29.3** We are registered with the Lending Standards Board and follow the Standards of Lending Practice which is available on the Lending Standards Board website at www.lendingstandardsboard.org.uk.

30 Additional terms which apply to you if you are a business customer

30.1 Operation of the account

- 30.1.1** You must tell us if anyone has a right to amounts paid in to any of your accounts.
- 30.1.2** If you have signed a mandate authorising another person to give instructions on your accounts or to operate them:
- 30.1.2.1** 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;



- 30.1.2.2 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.
- 30.1.3 If you have any right, claim or action against any authorised person arising from their use of your accounts, you agree that you will 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.
- 30.1.4 We will treat an instruction as genuine if we are satisfied that any person acting on your behalf is authorised by you, and:
- 30.1.5 where the instruction is given in a document, it has a signature on it which we reasonably believe is your signature;
- 30.1.6 we are satisfied that you are who you say you are when you give us instructions in person at one of our branches; or
- 30.1.7 if you are communicating with us or giving instructions to us by another method (for example, using internet banking) you have done so using the security procedures we have given you. Provided we have checked your identity in one of the ways outlined above, we will assume that we are dealing with you.
- 30.1.8 Where an account is held in the name of more than one person (for example, a partnership account), then unless we have agreed otherwise, the following conditions will apply:
- 30.1.8.1 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
- 30.1.8.2 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 [30.1.8.1] will continue to apply to the account.
- 30.1.9 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.
- 30.1.10 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:
- 30.1.10.1 if we are made aware that there is a dispute between you, we may insist that all of you authorise instructions to us;



- 30.1.10.2 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; and
- 30.1.10.3 if you wish to either add or remove an authorised signatory, you must all give us instructions to do so.

30.1.11 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.

30.2 Partnerships

- 30.2.1 If you are a partnership (other than a limited partnership or a limited liability partnership), clause 30.1.8 applies to you
- 30.2.2 Each partner will be separately responsible to us for all debts and obligations of the partnership, together with all interest, fees and charges. If we need to take legal action against you, we may take legal action against all or any of the partners (at our sole discretion) for the full amount of all debts and obligations.
- 30.2.3 If there is a dispute between the partners, we may require all partners to authorise transactions which are to be made out of any accounts.
- 30.2.4 If a partner in a partnership dies or a partner ceases to be a partner of the partnership, we may treat the remaining partners as having the full power to carry on the relevant business. This applies unless we receive instructions to the contrary from any of the continuing partners, or from the executors, legal personal representatives or trustees of the deceased (such instructions must be provided in writing).
- 30.2.5 If we are owed money:
 - 30.2.5.1 when a partner dies, in addition to the surviving partners each remaining separately responsible, the deceased partner's estate will also be separately responsible for paying the debt and we may require payment from the deceased partner's assets; and
 - 30.2.5.2 unless otherwise agreed between us and the partnership, when a partner leaves the partnership, on such date each partner (including the partner who has left) remains separately responsible to us to repay all of the debts outstanding at such date.
- 30.2.6 You must notify us immediately (in such form as we require) of any changes in the partnership, and the current partners must ensure that any incoming partners sign any documentation relating to the account that we may specify. We will also need to complete any identification, background and other checks in relation to any incoming partners.
- 30.2.7 Any mandate relating to the account will not be affected by:
 - 30.2.7.1 any change in the name, style or constitution of the partnership; or
 - 30.2.7.2 any change in the partners of the partnership as a result of death, bankruptcy, retirement and/or any new partner(s) joining or otherwise.

30.3 If any mandate that you have signed is changed or terminated, the partners will not be released from any responsibility for any act performed by us in accordance with instructions previously received from the partners or anyone authorised to provide instructions relating to the account.



Additional Terms – Internet Banking

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1 General

- 1.1 We will notify you from time to time of the minimum specification which we recommend you need to run the internet banking service.

2 Giving us instructions

- 2.1 When you give us payment instructions or any other instructions through internet banking, we will assume that we are dealing with you, and that you have agreed to us acting on any instructions without obtaining further confirmation from you.

3 Availability of the internet banking service

- 3.1 We do not guarantee access to the service or that it will be free from interruption or down time. From time to time, we may suspend the service for repair or upgrade.
- 3.2 We will not be responsible for any loss incurred or damage suffered by you resulting from:
- 3.2.1 any error or interruption in communications;
 - 3.2.2 any losses or delays in the transmission of your instruction caused by any internet service provider or by software failure;
 - 3.2.3 any inaccuracies in information provided to you through the internet banking service; or
 - 3.2.4 any breaches of security which are beyond our control.

4 Security

- 4.1 When you use internet banking, some additional security requirements apply. You must:
- 4.1.1 make sure any device you use to access internet banking is secure and complies with any security requirements we tell you about from time to time;
 - 4.1.2 not change or copy any software we provide, or give it to another person;
 - 4.1.3 keep your device secure by using anti-virus and anti-spyware software and a personal firewall;
 - 4.1.4 never access internet banking from any public device or 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;
 - 4.1.5 tell us as soon as possible if you notice something wrong with internet banking;
 - 4.1.6 not allow any security information to be saved on software or your device;
 - 4.1.7 always log out of internet banking; and
 - 4.1.8 follow all security measures recommended by the manufacturer of the electronic device on which you access internet banking.
- 4.2 If you use internet banking outside the UK, it will be at your own risk. Not all countries allow encrypted data to be sent over a public phone network, so you should always check whether you are allowed to use internet banking before you do so.
- 4.3 Any software or devices we give you in connection with our internet banking service are licensed to you.

5 Financial information

Whilst we will try to make sure that financial information we provide to you through our internet banking service is accurate and up to date, you should not rely on it and we will not be responsible for any loss that you suffer as a result of it being inaccurate.

“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
Customer Support Centre Tel: 0800 032 0480
Customer Support Centre Fax: 020 7939 9261

Turkish Bank (UK) Limited

London Branch and Relationship Banking
84-86 Borough High Street,
London SE1 1LN

Haringey Branch

577-579 Green Lanes,
London N8 0RG

Palmers Green Branch

391 Green Lanes
London N13 4JG

E-mail: customerservices@turkishbank.co.uk
www.turkishbank.co.uk

Turkish Bank (UK) Ltd is authorised by the Prudential Regulation Authority and is 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