Hampden Bank

Welcome to Hampden Bank

Terms and conditions for our clients

Including helpful information about your everyday banking

November 2026

Thank you for choosing to bank with Hampden Bank.

We are pleased to provide you with this guide to everything you might need to know about our services. The first section 'You and Hampden Bank' provides useful information on accessing our full range of services and managing your accounts. The second section, 'General banking Terms & Conditions', sets out our Specific Terms/Terms and Conditions.

Our sole purpose is to help you achieve your aspirations. If you have any questions about our service, please do speak to your banker who is here to support you.

We look forward to working on your behalf.

Jeremy Vaughan
Managing Director, Banking
Hampden Bank

About Hampden Bank

From our offices in London and Edinburgh, we offer banking expertise to personal and professional clients. We focus purely on providing a superior banking experience, meaning we have no other competing priorities or distractions. As a valued client, you will be supported by a nominated banker providing a service tailored to meet your needs, and those of your family and business. This personal service is complemented by the convenience of digital banking.

Hampden Bank offers loans, current and deposit accounts and other financial services. Our registered office is 20/21 Charlotte Square, Edinburgh EH2 4DF. Our registered number is SC386922.

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 606934. To find out more about us, see the Financial Services Register: https://register.fca.org.uk/s/

We are covered by the Financial Services Compensation Scheme and the Financial Ombudsman Service.

Click on the home icon anywhere in the document to return here. Select the links below to jump to a section.

Client Agreement

You and Hampden Bank
General banking Terms & Conditions

Account specific Terms & Conditions

Current account
95-day notice account
Call deposit account
Term deposit account
Client account

Other Terms & Conditions

Charge Card
Digital Banking

Client Agreement

Your agreement with Hampden Bank

When you start banking with Hampden Bank, you are entering into an agreement with us.

This booklet sets out most of the terms and conditions of the agreement, which we also refer to as our '**Client Agreement**'. The agreement covers all current accounts and deposit accounts we offer, and the facilities and services we make available to you from time to time.

When you open an **Account** we will also give you **Account Specific Terms and Conditions**, for example for a term deposit account. Those specific terms and conditions will take priority over any others, including the terms and conditions set out in this booklet.

You should read the terms and conditions set out in this booklet and the relevant **Account Specific Terms and Conditions** carefully as they contain details of binding legal arrangements between us and you. If there is anything you do not understand, please ask us and we will be happy to assist you. Remember that once you sign the application form and we accept your application you will be bound by this **Client Agreement**.

The **Client Agreement** comprises:

- Any application form(s) you complete when you apply for your **Account(s)** or any additional service(s).
- The terms and conditions set out in this booklet.
- **Account Specific Terms and Conditions**, which are additional terms and conditions that apply to the various accounts and services that we offer. They will apply to you depending on the particular Account(s) you hold with us.
- Our **Interest and Charges Tariff**, which details the rates that apply when we pay credit interest on your **Account(s)** (other than Term Deposit Accounts), and the charges which apply to your **Account(s)** and services. You can ask your banker for a copy of this tariff at any time, or you can find it on our website at https://www.hampdenbank.com/documents#fees-and-charges
- Any special conditions that we tell you about when we supply you with a new service or facility.

You should retain a copy of this booklet for future reference. We can provide you with additional copies of any of our terms and conditions if you ask us. Copies are also available on our website.

The terms and conditions set out in this booklet will apply until all of your **Accounts** with us are closed and any money you owe to us has been repaid.

You will, if you ask us, be issued with a **Card** to use in connection with a sterling current account you hold with us. If you wish to have a Card for more than one current account, you will be required to hold a separate **Card** for each account. Condition 4 sets out how to make payments using your **Card**.

Unless we agree otherwise, to open a new **Account** you must be a UK resident aged 16 years or over.

Certain words have specific meanings throughout these terms and conditions and, where applicable, the **Account Specific Terms and Conditions**. Some of these words and their meanings are listed at the end of this booklet. Some other terms that we use in this **Client Agreement** are explained where we use them. If you have a **Joint Account**, '**you**' may refer to each or all of you unless we expressly say otherwise.

A You and Hampden Bank

This section sets out the core terms and conditions that govern our relationship with you.

06 1. Staying in touch
08 2. Our clearing arrangements and codes
09 3. Obtaining cash
11 4. Cards
13 5. Making changes to your Client Agreement
16 6. Closing and converting your Account
18 7. When you owe us money – our right of set-off
19 8. What to do if you want to complain
20 9. Protecting your deposits

B General banking Terms & Conditions

These terms and conditions detail how your **Account(s)** work. For example, how to pay money into an **Account** and make payments out of it.

21 10. If you decide to change your mind
22 11. Your contact details – please keep us informed of any changes
23 12. Your instructions to us
25 13. Joint Accounts
26 14. Power of Attorney
27 15. Dormant, inactive and lost Accounts
28 16. Paying money into your Account
32 17. Payments out of your Account
37 18. Changing or cancelling payment instructions
38 19. Refunds
39 20. Cheques
40 21. Overdrafts
41 22. Fees and Charges
42 23. Statements
43 24. Interest on credit balances
44 25. Tax
45 26. Foreign currency
46 27. Payment Instruments
47 28. Protecting your Account
50 29. Account conditions
51 30. Digital Banking
52 31. Monitoring and recording
53 32. Assignment
54 33. Liability
55 34. How we use your personal information and who we share it with
56 35. General
57 36. Definitions

You and Hampden Bank

1. Staying in touch

Contacting us

There are a number of ways to contact us:

Contacting your banker

When becoming a client, your banker will be responsible for all aspects of your relationship with us. You will be provided with your banker's contact details.

You will also be provided with the contact details of the team members that support your banker.

Your banker will be pleased to take calls and emails outside of usual office hours, although please note that they will not have remote access to our core IT systems, and cannot assist with specific queries relating to your **Account(s)**, or with your **Cards** or Digital Banking. Please see the following section regarding contact in these circumstances.

For regulatory reasons, we are unable to accept requests to make payments from your **Account(s)** or any other instruction relating to your **Account(s)** made to the mobile telephone of your banker and all such requests should be made during usual office hours to one of our landline numbers.

We would also ask that email contact regarding general administrative matters and requests to make payments from your **Account(s)** are directed to the team members that support your banker, as this will enable us to deal with these matters more efficiently.

Come into an office

Hampden Bank has offices in Edinburgh and London:

Edinburgh Office (Head Office)
20/21 Charlotte Square, Edinburgh EH2 4DF
Telephone: 0131 226 7300
Email: contact@hampdenbank.com

London Office
16 St. Martin's Le Grand, Fourth Floor, London, EC1A 4EN
Telephone: 020 3841 9922
Email: contact@hampdenbank.com

Office hours

Our usual office hours are 9am to 5pm Monday to Friday, excluding English Bank Holidays. However, there will normally be colleagues in our office before and after these times and we will endeavour to answer calls from 8am and until 6pm. On Christmas Eve and New Year's Eve (if these days fall on a Monday to Friday), our office hours are 9am to 1pm.

We have a very limited counter service at our Edinburgh office and no counter service at our London office.

Banking hours

Our banking hours are 9am to 3pm Monday to Friday, excluding English Bank Holidays. On Christmas Eve and New Year's Eve (if these days fall on a Monday to Friday), our banking hours are 9am to 12pm.

'Banking hours' refers to the times between which we will process payment requests from you (or cancel previously instructed payments if permissible) and process payments received for credit to your **Account(s)**, although please note that certain outward payments via SWIFT must be instructed by 2.30pm (see Payment cut-off times detailed at Condition 17.1E). Any requests received after the cut-off times stipulated in this **Client Agreement** will be treated as being received on the following **Banking Day**.

Contacting us if something goes wrong

If you need to report the loss or theft of a Card, or you believe that your Card details have been compromised, you MUST contact our Cards Centre immediately on 0345 601 1107 (+44 345 601 1107 from abroad). Calls to this number will be answered 24 hours a day, 7 days of the week.

In the event of a retailer declining to accept your **Card**, or you have any other queries relating to your **Cards**, you may either contact our Cards Centre on the above number, or your banker (during normal office hours). Please note that our Cards Centre cannot answer queries relating to your Account(s) as they have no access to these.

Please contact your banker as soon as possible in the event of any of the following:

- concern that your **Account** details have been compromised (please contact our Cards Centre immediately if you believe your **Card** details have been compromised);
- you have lost your cheque book, or your paying-in book (both contain information that could compromise your **Account**);
- you have identified a transaction on your **Account** that you did not authorise and/or you believe may be fraudulent;
- you identify that a payment request that you previously instructed contains an error; or
- you wish to make a complaint.

Information regarding our complaint handling procedure is set out below in Condition 8.

2. Our clearing arrangements and codes

Only some banks in the UK are able to ‘clear’ cheques and process payments (these are known as the ‘Clearing Banks’). Other banks, including Hampden Bank, have arrangements with a Clearing Bank (known as an agency arrangement), whereby the Clearing Bank acts as agent to process payments and clear cheques on our behalf.

The NatWest Group acts as Hampden Bank’s agent for payment processing and cheque clearing.

Our Sort Code is 83-91-55

Our BIC (Bank Identifier Code) is HAMPGB22

The above Sort Code and BIC apply regardless of which of our offices your account is held at.

3. Obtaining cash

There are a number of different ways to obtain cash from your **Account(s)**.

3.1 by using your card(s) at an Automated Telling Machine (**ATM**) or bank counter – see the '**Cards**' section in Condition 4 below for more detail;

3.2 by us establishing an arrangement on your behalf enabling you to use the banking counter of a branch of NatWest (**NW**) or Royal Bank of Scotland (**RBS**). This is known as an '**Open Credit**' and enables you to cash cheques to a pre-agreed daily or weekly limit.

Please note the following in relation to this **Open Credit** facility:

this type of arrangement is not intended for 'one-off' transactions and usually takes up to 21 days to establish;

in order to establish an **Open Credit**, you will need to provide us with the **NW** or **RBS** branch name, full postal address and sort code. You will also need to tell us the limit and period (i.e. daily or weekly) that you wish to apply to the facility;

the **NW** or **RBS** branch at which the **Open Credit** is established will charge for their services. They will submit a claim to us in this regard, usually on a monthly or quarterly basis, and we will debit this amount in full from your **Account**. The charges will be in accordance with the agreed scale for inter-bank services of this nature, which we will confirm to you when the arrangements are set up and then when the amount changes; and

foreign currency can usually be obtained under an **Open Credit** arrangement, although you should check with the branch where your **Open Credit** is established, to ensure they offer this service

3.3 by us making arrangements for cash to be delivered to our Edinburgh office.

If you specify that you would prefer new notes, these will be provided subject to availability.

We use the services of a third party provider for this service, and the following terms apply:

- we retain the right to limit the total amount we deliver to you in cash and where relevant will offer electronic payments as an alternative (see Condition 16.4C below for details);
- we ask that you give us as much notice as possible if you would like cash to be made available for you to collect, and in any event no less than 24 hours for sterling and 48 hours for currency;
- sterling withdrawals will be subject to a commission charge as detailed in our **Interest and Charges Tariff**. Your **Account** will not be debited until you collect your order;
- charges based on a percentage commission and postage apply for currency withdrawals and will be advised to you when you place an order with your **Account** debited (with the order amount and charge) when the order is placed;
- if our supplier cannot deliver the order your **Account** will be refunded for the order amount, and the charge;
- in the event that you no longer require currency once ordered, we will arrange to re-purchase it from you, but at the prevailing rate at the time, with any loss being met by you (or profit being given to you); and

- in addition to sterling, cash can be provided in most other currencies, although some less commonly used currencies may not always be available for next day delivery. If you hold a euro (EUR/€), US dollar (USD/US$), Swiss franc (CHF), Hong Kong dollar (HKD) or Australian dollar (AUD) **Account** with us and require cash in these currencies, you can settle from your currency **Account**. Please note, however, that a longer period of notice may be necessary if payment is to be made from anything other than a sterling **Account**. Settlement for all other currencies will be made from your sterling **Account**;

4. Cards

We offer two types of payment **Card**:

- the Hampden Bank **Debit Card** ("Debit" written on front of card), available in sterling only; and
- the Hampden Bank **Charge Card** ("Charge" written on front of card), available in sterling, euro (EUR/€) and US dollar (please note that you will be required to maintain a foreign currency **Account** in the relevant currency to be eligible for a foreign currency **Card**).

Both types of **Card**:

- use the Mastercard system and are enabled to work on a worldwide basis, except where prevented by regulation or law. (For instance, the cards will both be disabled for countries that have international sanctions applied to them or may be individually disabled for specific reason, an example of this being that, as at the date of this booklet, US dollar cards will not operate in Cuba. If you are planning a trip abroad, especially to a country where you think restrictions might apply, please contact us to ascertain if your Card(s) will operate);
- operate with Chip & **PIN** (Personal Identification Number) technology:
  - your **PIN** will be advised to you separately from your **Card**. It is important that you take reasonable steps to keep your **Card** and **PIN** safe and not disclose your **PIN** to anyone. Please note that none of our staff have access to your **PIN** and none of our staff will ever ask you for it; if you are asked by anyone to disclose your **PIN**, you should decline to disclose it and contact us as soon as possible;
  - you may change your **PIN** at most ATMs in the UK. Some ATMs outside of the UK may also allow you to do this;
- are enabled for ATM cash withdrawals to a maximum of £500 (or foreign currency equivalent) per rolling 24-hour period at ATMs displaying the MasterCard logo. (However, note that single transaction cash limits apply at most ATMs and you may need to visit more than one ATM to obtain this amount);

  To illustrate: if you withdraw £250 at 8am on Monday and a further £250 at 2pm on Monday, you will able to withdraw a further £250 after 8am on Tuesday and a further £250 after 2pm on Tuesday.

- are enabled to allow the withdrawal of up to £2,000 (or foreign currency equivalent) per day over the counter of any bank displaying the MasterCard logo. (To use this facility, you will need to present your card, together with either your Passport or Photocard Driving Licence. Please note, however, that some banks restrict the amount of cash they provide under this facility and if this is a service that you propose to use on a regular basis, you should make enquiries of the bank office that you envisage using, in order to check the local limits that apply, if any);
- are enabled with 'Contactless' technology:
  - you can use your **Cards** to make contactless payments up to a maximum £100 by placing the card against the card-reader provided by the retailer. You should always present your **Card** to the reader, rather than your wallet containing the card. This is to prevent 'card clash', where the reader either cannot capture the data, or takes the payment from a card you did not intend to use.
  - if the contactless facility does not work, you may be required to enter your **PIN** to complete your transaction. This is a security measure that prevents multiple transactions in the event that you lose your **Card**. The contactless facility will be reset by entering your **PIN**.
- are enabled for online purchases; if you wish to use this capability, your mobile telephone number must be linked to your card(s) as some transactions will require, for your protection, an additional security check. For those transactions requiring an additional security check, you will be sent, via text message, a 'single use' authentication code that you will need to enter in order to complete your online purchase. If you do not have a mobile telephone, or do not provide us with the number, you will not be able to use your **Card(s)** to make online purchases.

The Hampden Bank Debit Card

- This **Card** is linked directly to your current **Account** and transactions undertaken with the **Card** will be shown individually on your current **Account** statement.
- When you attempt to use the **Card**, the transaction will normally be checked against the available balance on your **Account** and will be refused if you have insufficient monies available (including any agreed overdraft facility). Please note that certain transactions will not be checked in this way, for example, where below the amount of a 'floor limit' agreed under particular card scheme arrangements. The check will NOT take into account any balances you hold on other **Accounts** (for example on a deposit **Account** or another current **Account**). In order to avoid inconvenience therefore, you should ensure that your current **Account** has sufficient funds available (including any agreed overdraft facility) for the transaction you wish to make.
- The last 4 digits of the **Card** number will appear on your current **Account** statement against individual transactions, enabling you – in the event of there being more than one **Card** issued on the **Account** – to identify which **Card** was used.

The Hampden Bank Charge Card

- This **Card** is linked to a separate '**Charge Card**' **Account**, to which all transactions undertaken with the card are applied, except for cash withdrawal transactions which are applied directly to your current **Account**.
- You will be sent a statement of your **Charge Card Account** at the end of each month and the balance of your **Charge Card Account** will be automatically cleared from your current **Account**. You must make sure you have sufficient funds in your current **Account** to make these monthly payments.
- We will agree a monthly spending limit with you (the '**Charge Card Limit**'), which will be applied to the **Charge Card Account**. Once this limit is reached, you will need to either ask us to increase the limit (either on a temporary or permanent basis), or ask us to make a manual clearance of the amount outstanding against your **Charge Card Account** to continue using your **Card** as normal. When you attempt to use the **Card**, the transaction will normally be checked against the remaining **Charge Card Limit** on your **Account** and will be refused if you have insufficient monies available. Please note that certain transactions will not be checked in this way, even if you reach your monthly spending limit, for example, where such transactions are below the amount of a 'floor limit' agreed under particular card scheme arrangements.
- If you have reached your **Charge Card Limit**, your **Card** will generally become fully operational again sooner if we clear the outstanding balance against your **Charge Card Account**, rather than increasing the **Charge Card Account** limit.
- The last 4 digits of the card number will appear on your **Charge Card Account** statement against individual transactions, enabling you – in the event of there being more than one **Card** issued on the **Account** – to identify which **Card** was used. Alternatively, should you prefer, and at our discretion, we may establish separate **Charge Card** Accounts for individual cardholders, although in this case, individual Charge Card Limits for each cardholder will be necessary.
- The '**Cards Clearing Process**' (the process through which individual card transactions are settled between merchants and card issuers) only recognises two types of card, 'Debit' and 'Credit'. Your **Charge Card** is processed in the same way a credit card is processed, which means that you may find you are asked to pay a 'Credit Card surcharge or commission' by certain retailers or merchants. You should always be informed of this before you complete the transaction and be given the ability to abort it. Please note, however, that your **Charge Card** does NOT offer the same 'insurance' protection (known as '**Connected Lender Liability**') as a credit card in the event of the failure of the retailer or merchant to provide the goods or services that you have paid for. We will, nevertheless, always assist you wherever possible in trying to recover amounts charged to your **Card** for which you have not received the goods or services.

5. Making changes to your Client Agreement

Your **Client Agreement** with us could be in place for a long time. We therefore need to be able to make changes when required. These conditions explain the changes that we can make, and the notice we need to give you when we do. They also explain what to do if you do not agree with the changes.

5A Changes to interest rates

5.1 We will not change a fixed rate during the period that we have agreed to fix it.

5.2 We will change a tracker rate automatically in line with changes to the reference rate that it tracks. (A '**reference rate**' is a rate which is not set by us and is publicly available so that you can find out what it is and check it independently. An example is the Bank of England Bank Rate or the US Federal Funds Rate.)

5.3 Where we change a tracker rate under this Condition 5A, we will:

- make the change either immediately after the reference rate has changed, or within a set number of days, or on a particular day in the month, for example the first **Banking Day** of the following month, and we will tell you this.
- when the rate changes, make the new rate available on our website and through digital banking within three **Banking Days** of the change.

5.4 If you have a deposit **Account** interest rate that is not a fixed rate or a tracker rate, or a rate that applies to any overdraft facility we may provide, we may change that rate as a result of any actual or anticipated change to:

- any recommendation, ruling, requirement or decision of any court, ombudsman, regulator or similar body (a '**regulatory requirement**');
- any relevant reference rate set by any central bank (such as the Bank of England) where this has an impact on the cost to us of operating or providing your Account; or
- the costs we reasonably incur in operating or providing your **Account** (including funding costs if relevant).

5.5 We may also change an interest rate, other than a fixed rate or a tracker rate, or a rate that applies to any overdraft facility we may provide, for a valid reason that is not set out in this Condition 5A.

5.6 We may also change an interest rate, other than a fixed rate or a tracker rate, or a rate that applies to any overdraft facility, in accordance with Condition 5.13.

5.7 Where we make a change to comply with a **regulatory requirement**, the change will be to reflect a fair proportion of the cost of compliance on our banking business, as reasonably estimated by us. Other changes will respond proportionately to changes in our costs. We will not change an interest rate and our charges to cover the same cost twice.

5.8 Changes to interest rates other than fixed or tracker rates may be made without notice if the change is favourable to you. We will update the information held on our website within three **Banking Days** of the changes and we will give you notice within 30 days. If the change is not favourable to you, we will give you at least 14 days' notice before the new rate takes effect.

5B Changes to exchange rates

5.9 Unless we have agreed a fixed rate with you for a particular transaction, the exchange rate used to convert foreign currency payments into or out of your **Account** will be the reference exchange rate that we have told you will apply (or will be at a margin above or below that rate if we have told you that is the case). We may apply changes to the exchange rate immediately and without notice.

5.10 If the reference exchange rate used in foreign currency payments is set by us, we can change that reference exchange rate at any time.

5C Changes to other terms

5.11 Unless we agree otherwise in the **Account Specific Terms and Conditions** for an **Account**, we may change any of the general terms and conditions set out in this booklet or any **Account Specific Terms and Conditions**, including introducing new terms, for any of the following reasons:

(a) where we reasonably consider it will make the terms and conditions easier to understand or fairer to you or the change would not be to your disadvantage;

(b) to reflect any actual or anticipated changes in the cost of providing our services to you (where the change made will reflect the change in costs to us) but we will not recover the same cost twice, for example by also changing an interest rate;

(c) to take account of a regulator's requirement;

(d) because of changes to **Applicable Law**, codes of practice or the way in which we are regulated; or

(e) where we consider it necessary to make reasonable changes to the way we look after your **Account** or provide services to you as a result of changes in:

- technology; or
- the services that we provide under this **Client Agreement**, and the change would not be to your disadvantage.

5.12 Changes made under this clause may be made without notice if the change is favourable to you.

5.13 We may change our fees and charges or introduce a new fee or charge if there is a change in (or we reasonably expect that there will be a change in) our costs:

- in carrying out the activity for which the fee or charge is, or will be, made; or
- due to a change in **Applicable Law**.

Any change or new fee or charge will be a fair proportion, as reasonably estimated by us, of the impact of the underlying change on the costs we incur in our banking business.

5.14 As long as you are able to end this **Client Agreement** without charge (or we agree to waive any charge that would otherwise apply), we may change any of our terms and conditions (including the interest rate we pay you, the amount by which a tracker rate differs from a reference rate (the '**margin**'), and our charges) for any reason not listed above, but we will not change a fixed rate on an **Account** (including any fixed bonus rate or margin) for as long as we have agreed to keep it fixed.

5D Variation resulting from anticipated changes

5.15 If we make a change to any of the terms of this **Client Agreement** as a result of an anticipated change that does not happen as anticipated within a reasonable period of time, we will cancel our proposed change if we have not yet implemented it or, if we have implemented it, we will change back within a reasonable period of time.

5E Notifying you of changes to this Agreement

5.16 Except for changes to interest rates or exchange rates that we can make without notice (see Conditions 5A, 5B and 5C), we will give you personal notice of changes at least two months in advance of such change being made.

5.17 If we are required to make changes that result from a regulator's requirement, or from changes to **Applicable Law**, codes of practice or the way in which we are regulated, and we are unable to give you two months' notice of the changes, we will provide you with personal notice of the change as early as possible.

5.18 When we tell you about a change, we will tell you the date it comes into effect. As long as notice of a change is given to you at the most recent address we have for you, you will be treated as accepting the change on that date unless, before then, you tell us that you want to terminate your **Client Agreement** with us and not accept the change. Should you choose to terminate your **Client Agreement** under this condition 5.17, all your **Accounts** will be closed and any outstanding borrowing including an overdraft, will require to be repaid. We will not make any termination charge if you terminate your **Client Agreement** in this case.

5F Changes for specific regulatory requirements

5.19 The terms of this **Client Agreement** reflect our understanding of current **regulatory requirements**. If we find that any term is inconsistent with a **regulatory requirement** which is published or amended after this document is published, we will not rely on that term but will treat it as if it did reflect the relevant **regulatory requirement**. If we need to make operational changes before we can fully comply with the new **regulatory requirement**, we will make those changes as soon as reasonably practicable. We will update our terms and conditions to reflect the new **regulatory requirement** when they are next republished.

6. Closing and converting your Account

This section explains when and how you can close your **Account**, and when we can do this.

6A When you can close your Account

6.1 You may close your **Account** for any reason without charge, and we will repay to you any existing credit balances on your **Account** at the date of closure, provided that:

- you inform us by giving at least seven **Banking Days**' notice in writing that you wish to close your **Account**;
- you destroy (or return to us) all cheques and **Payment Instruments** issued to you;
- you repay any money you owe to us including the amount of any cheques, card transactions or other payment instructions you have made and any charges or interest incurred which we have not taken out of your **Account**;
- if the **Account** in question is a current account, you repay any money you owe on any loan linked to that **Account**; and
- the **Account Specific Terms and Conditions** of your **Account** permit you to do so.

6.2 After receiving notice to close the **Account**, we will cancel any **Standing Orders** and Direct Debit instructions on your **Account**.

6.3 If you are switching to a new account with a different bank it is the responsibility of your new service provider to inform the payees of the change. We will not be liable to you or any third party for any losses arising from cancelling any **Standing Order** or **Direct Debit** in such circumstances.

6.4 If you instruct us to close a deposit **Account** for which you are required to give us notice to withdraw the money held in that **Account**, or which is a term deposit, and you seek to close that **Account** during that notice period or term, we will maintain a current **Account** in your name in the same currency as your deposit **Account** for the remainder of your notice period or term. This is to ensure we can pay you the money in your deposit **Account** at the end of the relevant notice period or term. We will waive any charges that may apply to this current **Account** (if any) for this period and, following payment of the amount in question into the current **Account** from your deposit **Account**, we will repay you the money and close both **Accounts**.

6B When we can close your Account

6.5 We can close your **Account** immediately and we may not tell you the reason for doing so if:

- we can't complete the client due diligence checks we need to carry out to understand our relationship with you, including how you are using your account;
- you are in repeated or serious breach of this **Client Agreement**;
- we reasonably suspect that you have given us false information;
- we reasonably suspect that your **Account** has been used, is being used or will be used for an illegal purpose;
- you behave in an abusive or threatening manner towards our staff;
- we reasonably believe you no longer have a residence in the United Kingdom;
- we reasonably determine you were not or are no longer eligible to hold your **Account**;
- we need to close your **Account** in order to comply with **Applicable Law** or regulation;
- a petition for bankruptcy, liquidation, sequestration or equivalent insolvency proceeding is presented against you; or
- our **Client Agreement** with you is cancelled or terminated.

6.6 We can close your **Account** at any time by giving you not less than 90 days' personal notice and telling you the reason for closing your account. In the event of such closure we will return any amount we owe you at your **Notified Address** or transfer the funds to another bank account in the United Kingdom, after deduction of any **Withholding Tax**, interest, charges and fees due, or funds, required to be made by **Applicable Law**. The **Account** will then be closed without any further contact with you.

6.7 Where we provide you with a fixed interest period on your **Account** and we provide you with 90 days' personal notice that we are going to close your account under Condition 6.6, we will not close your **Account** until the expiry of that fixed interest period.

6C General

6.8 If we discontinue an account that you have with us, we may close your **Account** by giving you two months' personal notice. If we do this, we will offer you a suitable alternative account, if there is one, and if you do not give us instructions to the contrary, we will transfer the funds to that account when we close your **Account**.

6.9 If you have paid a fee for your **Account** or for any service in advance, we will refund any unused part of that fee on termination for any reason.

7. When you owe us money – our right of set-off

There are some instances when we can take money from your **Account** to pay off money that you owe us.

7.1 We may apply any credit balance on any **Account** you maintain with us (whether as a sole **Account Holder** or **Joint Account Holder**) to reduce or repay any money you owe to us on any other **Accounts** (including accounts in different currencies) that you hold with us. We can only do this where such accounts are held in the same name(s) (whether as a sole **Account Holder** or **Joint Account Holder**). In other words, we can apply:

- amounts you hold in a sole account against a debt you owe us in another sole account or **Joint Account** held in your name; and
- amounts you hold in a **Joint Account** against a debt you owe us in a **Joint Account** held in the same names.

We will only ever do this if the money you owe is immediately repayable or if we need it to pay tax on your behalf. We do not have to exercise this right, but will notify you at least 14 days before we propose to do so.

7.2 We may, at our discretion, make use of cleared funds in any other **Account** at any time held by you with us to avoid you becoming overdrawn or exceeding any available arranged overdraft facility. In these circumstances, we will make reasonable efforts to contact you to inform you of this. However, we will not be liable for any consequences of not using cleared funds in another **Account** in this way.

8. What to do if you want to complain

Should you wish to make a complaint to us, you should contact your banker or any other member of our staff in the first instance. We are happy to phone you back, if you are worried about the cost of calling us. If we have been unable to reach agreement on an acceptable solution you have the right (or, if you are a business client, you may have the right) to complain to the Financial Ombudsman. You can write to the Financial Ombudsman at the following address:

Financial Ombudsman Service
Exchange Tower
London E14 9SR

Email: complaint.info@financial-ombudsman.org.uk

Website: http://www.financial-ombudsman.org.uk

You can also call the Financial Ombudsman using the following telephone numbers:

- 0800 023 4 567 (calls to this number are normally free for people ringing from a 'fixed line' phone – but charges may apply if you call from a mobile phone);
- 0300 123 9 123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs); or
- +44 20 7964 0500 (from outside the UK).

Information about our complaints handling procedures is available on our website or on request from your banker.

9. Protecting your deposits

How your money is protected by the Financial Services Compensation Scheme:

9.1 Deposits held with Hampden Bank are covered by the Financial Services Compensation Scheme (**FSCS**), the UK's deposit guarantee scheme.

9.2 The **FSCS** is governed by specific rules on compensation which determine your eligibility. A Depositor Protection Information Sheet and a list of exclusions from the Scheme will be provided to you at least annually.

9.3 Most depositors are entitled to claim up to the limit of protection as detailed in the Depositor Protection Information Sheet. A copy of this information sheet has already been provided to you. The limit of protection is applied to the total of any eligible deposits held with Hampden Bank and not to each separate account. For **Joint Accounts**, each **Account Holder** is treated as having a claim in respect of their share so, for a **Joint Account** held by two eligible depositors, each **Account Holder** could claim up to a maximum amount equivalent to the limit of protection. Any deposits held above the limit of protection are unlikely to be covered.

9.4 For further information about the compensation provided by the **FSCS** (including the amounts covered and eligibility to claim) please contact your banker or refer to the **FSCS** website at www.fscs.org.uk, or call the **FSCS** on its Freephone number 0800 678 1100, or on 020 7741 4100, or on +44 207 741 4100 (from outside the UK), or you can contact the Scheme at: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

9.5 Please note only compensation related queries should be directed to the FSCS.

General banking Terms & Conditions

10. If you decide to change your mind

10.1 Unless we tell you otherwise when you open an **Account**, you can cancel your **Account** if you notify us in writing, or tell us in person (either in one of our offices or by telephone), within 14 days from the day after the date your **Account** is opened or the date you received the relevant **Account Specific Terms and Conditions** and these terms and conditions (whichever date is the later). If you want to cancel your **Account** you can write to us at the office where your **Account** is held, visit one of our offices, or telephone your banker.

10.2 If you tell us you want to cancel your **Account** we will help you switch to another account or, if you would prefer, we will give you all your money back with any interest your money has earned. If you have paid a fee for your **Account** in advance, we will refund any unused part of that fee.

10.3 If we have provided you with a credit facility, by way of an arranged overdraft or other type of cash loan, you can withdraw from this facility by giving us notice, either in writing or in person (either in one of our offices or by telephone), within 14 days from (the later of) the day after the date on which:

- we enter into an agreement with you to provide you with the credit facility;
- we inform you of any relevant credit limit; or
- you receive a copy of your credit agreement.

You must return any sum owed, including interest due, as soon as possible but no later than 30 days after you withdrew from your facility. You will not incur any fees.

10.4 If you cancel your **Account**, and you have a credit facility with us, your **Account** will not be closed, and the terms of your **Client Agreement** with us shall continue to apply, until all amounts due under your agreement for that facility have been paid to us.

11. Your contact details – please keep us informed of any changes

11.1 The address given on your **Account** application form must be your main residence and will be the **Notified Address** for the **Account**. For **Joint Accounts**, we will send information about the **Account** addressed to all parties to the **Account** to the address of the first person named on our records only (unless there is a legal reason we have to write to all of you). The person we contact is responsible for sharing with the rest of you the information we send.

11.2 We may send you any notice or other communication either to the last **Notified Address** we have in connection with your **Account** or to an email address you have registered with us. We may also contact you by telephone at any number you have registered with us, including via text message.

11.3 If you or any **Joint Account Holder** change your name, address, telephone number or other contact details relating to you, or if you know any details we hold about you (or any **Account Holder**) are wrong, you must inform us. We may request proof of such changes.

Examples of the details you should keep up-to-date include:

(a) name;

(b) nationality;

(c) address (including if you move abroad);

(d) signature;

(e) telephone number (including mobile);

(f) email address; and

(g) tax residency.

11.4 If you do not keep your details up-to-date, this might affect your eligibility for your **Account(s)**, the facilities and services we can offer you, or how they work. The security of your information may also be at risk and you may not receive important information from us, including notices about changes to this **Client Agreement**.

11.5 If you no longer have a residence in the UK, this may result in termination of this **Client Agreement** and closure of your **Accounts**.

12. Your instructions to us

12.1 We may accept instructions from you or any person(s) appointed to act on your behalf in the following ways:

- using a **Card**;
- using telephone or digital banking, or any other electronic means of access we offer you;
- in person in a office; or
- in writing (for example, a cheque).

We will tell you if for some reason you cannot use any of these methods for a particular account or service. Please see Condition 17 (payments out of your **Account**) below for further details of how to give your instructions and where to send them.

12.2 Your instructions must be clear and accurate. If they are not, we will not be liable if your instructions are rejected or performed incorrectly except as set out in this **Client Agreement**.

12.3 Before we act on an instruction, we will carry out checks designed to ensure that we believe the instruction has come from you and is clear. We will treat an instruction as being made by you if:

- it is in writing and has a signature that we reasonably believe to be yours;
- acting reasonably, we are satisfied that you are who you say you are (for example, by verifying your **Security Details** or by asking you to provide additional identification documents); or
- it has been made using a **Payment Instrument** that we have given you or agreed with you.

12.4 We may act on your instructions even where carrying out these instructions creates or increases a debt on your **Account**.

12.5 We may refuse to act on your instructions (including those in respect of withdrawals, payments, transfers and receipts) if:

- we reasonably suspect fraudulent or other criminal activity;
- we reasonably believe that by carrying out the instruction we (or any of our third party service providers) might break an **Applicable Law** or another code, or other duty that applies to us or them;
- it is in relation to services not offered by your particular **Account**;
- the requirements in Conditions 12.1 and 12.3 above have not been met;
- Condition 13.4 applies; or
- you ask us to make a payment to an account that does not accept payments using the payment systems we use for such transactions (for example, we can refuse to make a payment to an account in the UK that does not accept payments through the 'Faster Payments Service' or through 'CHAPS'. You may choose to use another payment method in these circumstances, e.g. cheque).

12.6 Unless we are not permitted to do so by an **Applicable Law**, we will notify you as soon as possible to tell you that we will not carry out an instruction under Condition 12.5 (we may do this through a retailer). Where your instruction involves making a payment, we will do this at the earliest opportunity and in any event no later than the end of the **Banking Day** after we have received your instruction. Where reasonably practicable, we will also tell you why we will not process the instruction and/or what you can do to correct any errors that caused the refusal. You can also contact us to find out why an instruction has been refused.

12.7 We will not be liable to you for any loss or damage suffered by you resulting in any way from a refusal to act on instructions under Condition 12.5.

12.8 You are responsible for cancelling any instructions and are responsible for executed transactions resulting from any such instruction which you fail to cancel in sufficient time.

12.9 If any person appointed to act on your behalf asks us to open an **Account** for you we may contact you to confirm the request.

12.10 Any instructions you give us to make a payment will normally be processed on the day we receive them unless you ask us to process them on a future date, then they will be processed on that date (or on the next **Banking Day** if the date you specify is not a **Banking Day**). For these purposes, any instructions you give us after the **Cut-Off Time** on a particular **Banking Day** will be treated as being 'received' by us on the next **Banking Day**.

13. Joint Accounts

13.1 You should only open a **Joint Account** if you and the other **Joint Account Holder(s)** understand the commitments you are entering into. Each **Joint Account Holder** will be jointly and severally liable to repay any amounts owing to us in respect of the **Account**. This means that each **Joint Account Holder** is separately responsible, and together you are jointly responsible, for all and any amounts owing on the **Joint Account**. This is the case even if only one of you has put money into the **Joint Account** or if only one of you has taken money out of the **Joint Account**.

13.2 Unless we say otherwise in this Condition 13, any of you can give us any instructions about your **Joint Accounts** (including to change your contact preferences and to apply for new products and services), and we will follow these instructions, apart from some exceptions stated in Condition 12. You can change this by asking us to contact a specific person or, if you live at separate addresses, you can ask us to send statements or other messages (or both) on your **Account** to each of you.

13.3 If your **Joint Account** is an **Account** for executors, administrators, personal representatives, a trust, a pension scheme, a club, a society or an unincorporated association, we require all instructions to be given to us in relation to your **Account** by all **Joint Account Holders** jointly, unless we agree otherwise. For all other types of **Joint Account**, unless you instruct us otherwise, each **Joint Account Holder**:

- can withdraw all the funds without reference to the other(s). (If you do instruct us that a **Joint Account Holder** cannot withdraw all (or any) of the funds without reference to the other(s), no **Cards** will be issued in connection with the **Joint Account**); and
- is allowed to operate the **Joint Account** on their own. If an additional **Joint Account** is requested, we will contact all **Joint Account Holders** to confirm the request.

13.4 If there is a dispute between you that we know about, we may suspend or withhold payments or block a **Joint Account** and/or insist that you all jointly give us instructions so that you have all consented to what you are asking us to do. While an **Account** is blocked it means that any payments, transfers or withdrawals will be suspended, including those made via **Cards**.

13.5 If one of you dies, the survivor(s) may continue to operate the **Account**. If there is more than one survivor, everything we have said above about how we contact you and how you operate the **Joint Account** will still apply to the remaining **Account Holders**. If you have joint borrowing with us, the **Joint Account** used for servicing the loan may not pass to the survivor(s) until we are satisfied that the loan is affordable for the survivor(s).

13.6 In the event that one or more of you tell us to close a **Joint Account**, we may contact all **Joint Account Holders** confirming the instructions to close the **Joint Account** before closing the **Joint Account**, but we do not have to.

14. Power of Attorney

14.1 Where you grant someone **Power of Attorney** over any of your **Accounts** you must provide us with the information we request to enable us to grant them access to your **Account**. After receiving the completed form together with all required documents, we will set up a **Power of Attorney** on your **Account** within ten **Banking Days**. You shouldn't share your **Card** or **Security Details** with your attorney.

14.2 Once we have set up the **Power of Attorney**, we will write to both you and your attorney to confirm that they may then instruct us in the following ways:

- using a **Card** (if we are requested to issue one);
- using telephone or digital banking, or any other electronic means of access we offer you;
- in person in a office; or
- in writing (for example, a cheque).

14.3 The attorney must use the **Card** issued to them to make card-based transactions. They must not use the **Account Holder's Card**. Details will be provided to the attorney.

14.4 We will not provide the attorney with their own cheque book or **Bank Giro Credit Slips**; however, the attorney will be able to use those of the **Account Holder**.

15. Dormant, inactive and lost Accounts

15.1 If there have been no transactions on your current **Account(s)** other than transactions initiated by us, and we have not heard from you, for a period of two years, we will write to you at your **Notified Address**. If you respond indicating you wish your **Account** or **Accounts** to remain open, we will continue to treat your **Account** or **Accounts** as open.

15.2 If we receive no reply to the enquiry after a period of 28 days, or having had previous correspondence returned as undelivered at your last known **Notified Address**, we will classify your **Account(s)** as inactive and will block all deposits and withdrawals and, in order to protect your privacy, will stop sending you information relating to your **Account**.

15.3 Hampden Bank is not a member of 'mylostaccount.org' at this time although this may change. If there have been no payments into or out of the **Account** for 15 years and Hampden Bank has been unable to contact you for this length of time, Hampden Bank may pass the funds to the Reclaim Fund Ltd. This is a body set up by the UK Government to benefit good causes. In this event your funds will be made available to you by contacting the Bank.

16. Paying money into your Account

16.1 You may pay into your current **Account** cash and all other payments directly payable to you in accordance with the provisions of this Condition 16. Payments should not be made directly into any deposit **Account(s)** you maintain.

16.2 You should not send cash through the post. All cheques and other payments sent through the post must be crossed and marked 'Account Payee' and must be made payable to you.

16.3 We will not accept for payment into your **Account** a cheque or other payment payable to a third party.

16.4 Payments made into your **Account** will be added to your balance as follows:

A Cash

Cash can only be deposited into your **Account** in one of two ways:

1. under an **Open Credit** arrangement that we have established on your behalf at a NatWest or RBS office (see Condition 3.2 above). Please note:
   - you can only deposit cash if you have a Bank Giro Credit Slip;
   - this service is provided at the discretion of the office concerned and deposits may be refused for regulatory or other reasons;
   - only sterling can be accepted;
   - the NatWest or RBS office at which the **Open Credit** is established will charge for their services in line with Condition 3.2 above; or
2. at our Edinburgh office (although we can only accept sterling).

- We recommend that you do not post cash to us, although if this is unavoidable, we suggest that you use Royal Mail guaranteed delivery and insure this to an appropriate level. Cash should NOT be posted or delivered to our London office as we will not be able to accept it.
- You may only make cash deposits in sterling. If you deposit cash in sterling at our Edinburgh office during a **Banking Day**, your **Account** will immediately be credited by the amount of cash lodged.
- Cash deposits are available for you to use, and we start paying interest on them (if interest is payable), as soon as they are credited to your **Account**. Cash deposits will be applied within 2 hours of being received.

B Cheques

(a) If a cheque is in sterling, drawn on a UK clearing bank or UK office of Hampden Bank and the cheque is deposited before the relevant **Cut-Off Time** over the counter at a UK office of Hampden Bank then, your cheque is cleared using the **Image Clearing System**:

- you will start to receive interest (if interest is payable) on the money on the first **Banking Day** after deposit;
- the funds are available for you to use by the end of the first **Banking Day** after deposit; and
- subject to Conditions 16.4B(d) and 16.4B(e), the funds are cleared and cannot be reclaimed by us from the end of the first **Banking Day** after deposit.

(b) For sterling cheques received after the relevant **Cut-Off Time** an extra **Banking Day** will be added to each time period in the timescale in Condition 16.4B(a).

(c) For sterling cheques sent to us by post, the timescales under Condition 16.4B(a) above will apply from the **Banking Day** that we receive your cheque.

(d) If at any time before the funds clear, a cheque which is paid into your **Account** is returned unpaid by the paying bank, the amount will be deducted from your **Account**, even if this causes you to go overdrawn (or further overdrawn).

(e) If at any time, a cheque which is paid into your **Account** is returned unpaid for reasons related to fraud, the amount of the cheque will be deducted from your **Account**, even if this causes you to go overdrawn (or further overdrawn).

(f) For foreign currency cheques, the clearance time will be longer than for sterling cheques.

A foreign cheque is defined as:

- a cheque for an amount in sterling that is drawn on a bank or an office outside of the UK; or
- a cheque for an amount in a currency other than sterling that is drawn either in the UK or abroad.

All foreign cheques are processed on a 'collection basis', which means that the cheque is physically sent to the bank upon which it is drawn with a request for payment. We have no control over how quickly the bank concerned pays a cheque (or declines to pay it), and it is not uncommon for it to take several weeks or longer. Your **Account** will only be credited once we receive cleared funds from the paying bank. Some banks outside of the UK may require you to pay a fee in advance before a cheque is sent for collection. If so, we will notify you and this fee will be debited from your **Account**.

Alternatively, if you wish to arrange an electronic payment into your **Account**, please refer to the information at Condition 16.4C below.

(g) We may, without prior notice, reverse amounts credited to the **Account** where cheques or other negotiable instruments previously credited to the **Account** are returned unpaid before the funds are cleared in accordance with Condition 16.4B(a) even if this causes you to go overdrawn (or further overdrawn).

(h) You may deposit cheques as follows:

1. in person at any of our offices;
2. by post to any of our offices; we can supply you with postage paid envelopes for this purpose. Please ensure that any cheque(s) posted to us are accompanied by a paying-in slip, or a note specifying which Account you wish to be credited;
3. under an **Open Credit** arrangement that we have established on your behalf at a NatWest or RBS office (see Condition 3.2 above). Please note:
   - you can only deposit cheques if you have a pre-printed Bank Giro Credit slip;
   - this service is provided at the discretion of the office concerned and the deposit of cheques may be refused for regulatory or other reasons;
   - only sterling cheques drawn in the UK can be accepted (all foreign cheques (which includes cheques for a sterling amount which are payable outside of the UK) must be delivered or posted to us for processing and should be signed on the reverse by you in accordance with the signing authorities governing your account); and
   - the NatWest or RBS office at which the **Open Credit** is established will charge for their services in line with Condition 3.2 above.

C Electronic payments

If you wish to give your bank details to someone to enable them to send funds to your **Account**, you should provide:

- the name of the account to which the funds are to be applied;
- the account number (if the remitter is in a EEA country or Switzerland, the IBAN (which we will supply to you when you open the account and which is also shown on your statements) should be provided instead of the account number); and
- the name of the bank, i.e. Hampden Bank:
  - our sort code – 83-91-55; and
  - our BIC/SWIFT code – HAMPGB22 (not necessary for payments from within the UK).

Please note that payments to your **Account** in Euros must be made using SWIFT. Any payments sent to accounts using the Single Euro Payments Area (SEPA) system will automatically be rejected and returned without our knowledge.

We will apply all inward electronic payments within 2 hours of receipt by us so long as the correct account details are provided. In the event of incorrect or incomplete details being provided, we will apply the funds as soon as possible after we have established the correct recipient. Payments will be shown on your statement and will be available for use as soon as they are applied.

D Other payments

- Deposits made into the **Account** from **Standing Orders** and external transfers or by telephone will be added to your **Account** when we receive cleared funds. This includes receiving money from outside the UK. The funds are available for you to use as soon as we add them to your **Account** and we pay interest on them (if interest is payable) from the **Banking Day** on which they are credited to your **Account**.
- Where you instruct us to make a transfer between your **Accounts**, we will make the transfer as soon as we receive your instruction, subject to the terms of this **Client Agreement**. Funds will be available for you to use in your receiving **Account** as soon as we make the transfer and we pay interest on them (if interest is payable) from the **Banking Day** on which they are credited to your **Account**. Internal transfers will be applied within 2 hours of your instruction being received and verified with you, if necessary.

16.5 Cheque clearing

'Clearing' a cheque refers to the automated process by which a bank obtains settlement from another bank on behalf of one of its clients for a cheque issued in favour of that client.

In respect of cheques drawn on a UK bank and for a sterling amount, then when your cheque is cleared using the Image Clearing System, the clearing period is strictly defined, which means that you can be certain as to when the amount of a cheque credited to your account cannot be removed because payment has been refused by the other bank. The day that the cheque enters the clearing system is known as the '**Transaction Date**', or '**T**';

- by end of day on **T**+1 (if **T** was Monday, this would be Tuesday assuming no bank holidays intervene), the funds will earn interest (if applicable) or will reduce any overdraft balance for interest calculation purposes;
- by end of day on **T**+1 (Tuesday, assuming no bank holidays intervene), you will be able to withdraw the funds and the cheque cannot be removed from your **Account** and can be assumed as paid – see below).

We may, at our discretion, allow you to withdraw monies prior to the end of day on **T**+1. This does not mean that the cheque has been paid, and we will be permitted to debit your account if the cheque is returned unpaid prior to the end of day on **T**+1.

Please note:

- that cheques will be shown on your statement on the **Transaction Date** if paid in at Hampden Bank offices but will not appear until **T**+2 if paid in at an office of NatWest or RBS under an **Open Credit** arrangement (see Condition 16.4B(h)3. above);
- that cheques must be paid in at Hampden Bank offices prior to the relevant **Cut Off Time** to be processed that day (cheques paid in after the relevant **Cut Off Time** will be held and processed on the following **Banking Day**);
- that cheques paid in at Hampden Bank offices that are drawn on another Hampden Bank client are not processed through the clearing system. These are processed internally and once applied to your account can be regarded as paid. Cheques paid in before 4.30pm will be processed the same day. Cheques paid in after 4.30pm will be processed on the following **Banking Day**;
- payment is usually (although not always) refused when a cheque is dated more than 6 months prior; and
- if a cheque is returned to us unpaid by the bank on which it was drawn, the amount will be debited to your **Account** and the cheque will be returned to you, unless we are asked by the paying bank to represent it (because the paying bank feel that it might be in a position to pay the cheque a few days later). If we are asked to represent the cheque, we will do so immediately and will notify you accordingly. In this case, the **Transaction Date** starts again from the day we represent the cheque.

17. Payments out of your Account

17.1 If you have sufficient cleared funds in your **Account**, including any available arranged overdraft facility, you may make payments (including cash withdrawals, funds transfers and **Direct Debits** or other regular payments) from your **Account**. Payments out of your **Account** are subject to daily limits and to the **Account Specific Terms and Conditions**. See Condition 3 above for details of how you can withdraw cash from your **Account(s)**.

In addition to making payments by cheque or card, you may instruct us to make payments from your current **Account** by:

- Faster Payments (for sterling amounts to accounts in the UK);
- SWIFT payment (for all currency payments and sterling amounts to accounts outside of the UK);
- CHAPS (for sterling amounts to accounts in the UK); and/or
- **Standing Order** (for sterling amounts to accounts in the UK).

You may instruct us:

- in writing, by post or by hand to any of our offices;
- by telephone; and/or
- by email.

Please note that we may telephone you to verify instructions received by email upon receipt of your request, and your email may not be deemed to have been received until such time as we have undertaken this security check. Please be aware that email communication is not secure and it is possible to interfere with emails once they have been sent. For this reason, we may need to verify all details with you, including amount, beneficiary name and account details, as well as bank details.

We may also telephone you to verify other requests, including those made by telephone to your banker or their support team. This may be to check certain information or, for larger amounts, as an added security check.

Most payments are now made using 'Straight Through Processing', which means there is no manual intervention at the beneficiary's bank, providing the sort code and account number are valid. The consequence of this is that the wrong beneficiary can receive the funds if the wrong sort code and/or account number are quoted. Generally speaking, once funds are credited to an account, even if due to an error, they cannot be returned without the consent of the account holder. Whilst UK banks cooperate in attempting to recover monies incorrectly applied, the process can be lengthy. We will do our utmost to assist you to recover monies incorrectly applied but, please note, we are unable to refund amounts incorrectly applied unless the mistake was ours. We are also unable to make a further payment to the correct beneficiary without debiting your Account for the second payment. You should, therefore, take extreme care when advising us of account details for payments to ensure you provide us with the correct information.

A Faster Payments

The Faster Payments system can be used for payments of £250,000 or less between UK banks.

In order to make a payment on your behalf, we shall require the following from you:

- the name of the beneficiary;
- the account number of the beneficiary;
- the sort code of the beneficiary's bank;
- the amount(s) to be paid;
- any reference that you wish to be quoted on the payment (your name will be quoted automatically on all payments); and
- if the payment is not to be made immediately, the date that you wish it to be paid (you may countermand any request for a forward dated payment up to the close of banking hours on the **Banking Day** prior to that payment date).

Faster Payments will be received by the beneficiary's bank on the same day that the payment is debited to your **Account**, although some banks may not be able to credit the beneficiary's account until the following **Banking Day**.

B SWIFT

SWIFT is an acronym for Society for Worldwide Interbank Financial Telecommunication, an organisation through which financial organisations exchange secure messaging relating to, amongst other things, international money transmission. It is used to make international payments.

In order to make a payment on your behalf, we shall require the following from you:

- the name of the beneficiary;
- the full postal address of the beneficiary;
- the account number of the beneficiary – if the payment is to an EEA country, or to Switzerland, we shall require the IBAN (International Bank Account Number) instead;
- the BIC (Bank Identifier Code) of the beneficiary's bank;
- the amount(s) to be paid;
- any reference that you wish to be quoted on the payment (your name will be quoted automatically on all payments); and
- if the payment is not to be made immediately, the date that you wish it to be paid (you may countermand any request for a forward dated payment up to the close of banking hours on the **Banking Day** prior to that payment date).

For euro payments to EEA countries and Switzerland, the payment should be credited to the beneficiary's account no later than the **Banking Day** after we debit your **Account**.

For payments in other EEA currencies or Swiss francs to EEA countries or Switzerland, the payment should be credited no later than four **Banking Days** after we debit your **Account**.

For US dollar payments to the United States, the payment should be credited the same day we debit your **Account**.

For all other currencies and countries, whilst the payment should be credited within four **Banking Days** after we debit your **Account**, this varies considerably between countries and banks, and we have no control or influence as to when funds are applied to the beneficiary.

C CHAPS

CHAPS is an acronym for Clearing House Automated Payments System. This system can be used for a transfer of any amount within the UK, although is now typically only used for payments of £250,000 and above, as the Faster Payments system is generally used for amounts up to this level.

In order to make a payment on your behalf, we shall require the following from you:

- the name of the beneficiary;
- the full postal address of the beneficiary;
- the account number of the beneficiary;
- the sort code of the beneficiary's bank;
- for property related payments, the purpose of the payment;
- the amount(s) to be paid;
- any reference that you wish to be quoted on the payment (your name will be quoted automatically on all payments); and
- if the payment is not to be made immediately, the date that you wish it to be paid (you may countermand any request for a forward dated payment up to the close of banking hours on the **Banking Day** prior to that payment date).

CHAPS payments will be received by the beneficiary's bank on the same day that the payment is debited to your **Account**, although some banks may not be able to credit the beneficiary's account until the following **Banking Day**.

D Standing Order/Direct Debit

A **Standing Order** is an instruction from you to us requesting that we make a regular payment from your **Account**. Please note that **Standing Orders** can only be established against sterling current accounts.

In order to establish a **Standing Order** payment on your behalf, we shall require the following from you:

- the name of the beneficiary;
- the account number of the beneficiary;
- the sort code of the beneficiary's bank;
- the amount(s) to be paid;
- any reference that you wish to be quoted on the payment (your name will be quoted automatically on all payments); and
- the date the first payment is to be made, and date/frequency thereafter, as well as either the date of the final payment or confirmation that the instruction is to continue 'until further notice'.

A template instruction is available on our website should you wish to use this.

Standing Order payments are made via the Faster Payments System and will be received by the beneficiary's bank on the same day that the payment is debited to your **Account**, although some banks may not be able to credit the beneficiary's account until the following **Banking Day**.

If you wish to cancel a **Standing Order**, you must instruct us to do so before the close of banking hours on the **Banking Day** prior to the planned payment date.

A **Standing Order** can also be established between accounts maintained at Hampden Bank.

We shall need the same information as quoted above and the same cancellation notice is required.

Please note that a **Standing Order** differs from a **Direct Debit** in that a **Direct Debit** is an authority from you to an organisation (also known as the beneficiary or payee) which allows that organisation to make claims against your **Account**. A **Direct Debit** must be established via the organisation that you wish to pay and cannot be established by us (although you should tell us – as well as the organisation – if you wish to cancel a **Direct Debit**).

Standing Orders and **Direct Debits** are only available with current accounts. The use of **Direct Debits** or **Standing Orders** in connection with an **Account** is permitted unless the **Account Specific Terms and Conditions** state otherwise. You must allow us five **Banking Days** from the date we receive your instructions to set up a new **Standing Order** from your **Account**.

E Payment cut-off times

The following are the latest times by which we need to receive your instruction in order to process payments from your account on that day:

Faster Payments	4.30pm
SWIFT – euro amount	2.30pm
SWIFT – US dollar amount	3pm
SWIFT – all other currencies	2.30pm
CHAPS	4pm
Internal Transfer (transfer between Hampden Bank accounts)	4.30pm

Instructions received after the above times will normally be processed on the following **Banking Day**, although in some cases may still be processed on the same day. On Christmas Eve and New Year's Eve (if these days fall on a Monday to Friday), the cut-off time for all of the above payments is 12pm.

There is no cut-off time for incoming payments using the CHAPS or Faster Payments systems and these will be applied to your account, subject to them quoting the correct details, at the point of receipt. We will process, for same day value, any other payment received by us prior to 3pm. We will try to process payments received after this time, although if this is not possible, they will be processed on the following **Banking Day**.

17.2 If you ask us to make a payment to another account you must give us any information we ask for including the 'unique identifier' that we need in order to identify the recipient. The unique identifier will be the account number and sort code for the account (sending money within the UK) and the International Bank Account Number (IBAN) (sending money outside the UK). We require this information to process your instruction. It is important that you provide us with the right unique identifier (we will not, for example, check that it is correct against the name of the recipient). If you provide us with the wrong details we may not be able to process your payment instruction in accordance with your instructions. We will not be liable for any loss, delay, interruption or errors in transmission of payment that this causes which are not due to any wrongful act or omission on our part.

17.3 We may apply financial and other limits to payments made using a **Payment Instrument**. We may change these limits by giving you notice in accordance with Condition 5 above, unless we reasonably suspect fraudulent or other criminal activity, in which case we can change our limits at any point without prior notice.

17.4 If you make withdrawals or payments from your **Account** using a **Card**, we will deduct the amount from your **Account**. Some instructions issued by **Card** (through a third party, for example) may not reach us as quickly as instructions you give to us directly. This means that you must ensure that you continue to have sufficient cleared funds in your **Account** (including any available arranged overdraft facility) for any payment instruction you give us using a **Card**.

17.5 If you ask us to make a payment in sterling (apart from certain regular payments such as **Direct Debits**) to a person with an account at a bank in the UK we will use:

- the Faster Payments Service if the payment is for less than £250,000; or
- CHAPS if the payment is for £250,000 or more.

17.6 When you make payments in an **EEA currency** to another person in the **EEA**, we will make sure that the payment reaches that other person's bank no later than:

(a) one **Banking Day** after we received the instruction, provided the payment is:

- in sterling or euros and to an account with a bank in the UK; or
- in euros to a bank in another country within the **EEA**; and

(b) four **Banking Days** after we received the instruction in all other cases.

If the payment order under (a) is given to us on paper, the transfer may take an extra **Banking Day**.

17.7 If you make payments to an account at a bank that is not in the **EEA** or in a currency that is not an **EEA currency**, we will tell you when the other bank should receive the funds. This does not mean that the funds will be credited to the other person's account on that day as this will depend on the bank concerned.

17.8 We assume no responsibility or liability for the value given to funds by a recipient's bank provided that we debited the correct account and executed the payment correctly. If we debited the wrong account or executed the payment incorrectly, we are only responsible or liable for your loss to the extent it is directly caused by this mistake.

17.9 You must not draw against, and we will not be obliged to make payment against, a payment which has not been cleared. Special rules apply to using funds paid in by cheque (see Condition 16.4B).

17.10 We may, at our discretion, request you to undertake additional security procedures when you try to make a payment or withdrawal if the amount exceeds any limit that we set for security purposes.

17.11 **Third Party Providers (TPPs)**, who can access information on your **Account** and make payments for you from your **Account**, provided you have given them your explicit consent. If you are thinking of using a **TPP** you can check with the FCA whether they are authorised before you use them, or contact your banker.

17.12 We may remove a payment received into your **Account** if the payer's bank informs us that the payment was sent to you incorrectly. If this happens, we will remove the payment immediately but retain it whilst we contact you for confirmation that the payment was not intended for you. In the event that we are unable to contact you within 15 business days of being contacted by the payer's bank, we will return the payment to the payer.

18. Changing or cancelling payment instructions

18.1 The position for changing or cancelling payment orders is as follows:

- immediate payments: we cannot change or cancel a payment instruction given by telephone or electronically because we start processing it when we receive it. We cannot cancel a payment made using a **Card** once you have given your consent to make the payment to a third party. This can only be done with the consent of the third party; and
- future payments (including payments by **Standing Order** and **Direct Debit**): you can instruct us to cancel these on or before the last **Banking Day** (subject to our **Cut-Off Times**) before the date on which the payment was due to be made. Where you have instructed a third party to make future payments using your **Debit Card** or **Charge Card**, you can cancel these future payments by contacting either us or the third party.

19. Refunds

In certain cases you may be entitled to ask us for a refund where a transaction has not been correctly executed. These are set out below:

19.1 Refunds for payments made within the **EEA**

(a) If you ask us to make a payment in any currency to an account at another bank in the **EEA** and that bank says it did not receive the payment, we will 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:

- there was a mistake in any of the details contained in the instruction you gave us that are needed to identify the recipient. If this is the case, we will make reasonable efforts to recover the funds, and will charge you a reasonable amount to cover our costs in doing so. We will tell you the amount of the additional charge before we take the action; or
- we can show that the payment was received by the other person's bank. In this case, that bank is required by law to make the payment immediately to that person.

(b) Where the payment was initiated by a third party (for example, if you have given your **Debit Card** details to a third party in the **EEA** in order to make a payment), you can ask us to refund a payment if the following conditions are satisfied:

- the authorisation you gave did not specify the exact amount to be paid;
- the amount that has been requested was more than you could reasonably have expected to pay, based on the circumstances, including your previous spending patterns; and
- you make the refund request within eight weeks of the date when the payment was made from your **Account**.

(c) If you ask us to make a refund under Condition 19.1(b) we may ask you to provide us with additional information if that information is reasonably necessary to determine whether you are entitled to a refund. You may also find it helpful to contact the person to whom the payment was made. We will either refund you the payment within ten **Banking Days** of receiving your request, or of receiving any further information we have requested, or we will inform you of our reasons for refusing the refund.

19.2 Other refunds

- If you have set up **Direct Debits** on your **Account**, you may be able to claim refunds under the **Direct Debit** guarantee (set out on the **Direct Debit** form).
- If you ask us to make a payment to an account at a bank outside the **EEA** and the payment is not received by that bank because of an error by us, we will 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.

19.3 General conditions for refunds

- You must notify us as soon as you are aware that a transaction may have been incorrectly executed.
- You must provide us with any information about the transaction that we reasonably request, so that we can investigate and, if necessary, trace the funds.

20. Cheques

20.1 We will tell you if you can use cheques to make payments from your **Account**.

20.2 Unless we agree otherwise, you must write your cheques in the currency of the **Account** using one of the cheque forms we have supplied to you. If you want to write a cheque in currency other than the currency of your **Account** please contact your banker.

20.3 You must write, date and sign cheques in ink. You must not write a cheque for more than the cleared funds in your **Account** and any available arranged overdraft facility. You must sign all amendments.

20.4 We may refuse to pay cheques where the cheque date is more than six months prior to the date the cheque is presented for payment, or where the cheque is dated with a date in the future.

20.5 You must not write a future date on a cheque. If you do, and the cheque is presented for payment before that date, it may be paid immediately or returned unpaid. In either case, we will not be liable to you.

20.6 If you want us to cancel a cheque you have written, you must immediately request us to do so. This process is known as cancelling a cheque.

20.7 We shall use all reasonable endeavours to cancel a cheque but will not be liable to you in any circumstances for any failure to cancel a cheque or other payment following your request, unless we are responsible for the failure.

20.8 The cheque book remains our property at all times and we may require you to return it to us in the event that you or we close your account. In the event of fraud, other crimes or misuse, the facility may be withdrawn immediately.

21. Overdrafts

21.1 Overdrafts are only available with sterling (GPB/£) current accounts.

21.2 An overdraft may be available on request and will be granted only if you satisfy our criteria. You are responsible for contacting us in advance to arrange an overdraft facility if you believe that your **Account** is likely to become overdrawn. Individual terms may then be agreed between us as to the arranged overdraft limit and duration. An overdraft agreed in advance is known as an arranged overdraft.

21.3 If you do not contact us in advance before becoming overdrawn, or exceeding your arranged overdraft limit, we have the option of either refusing a payment due to lack of funds or establishing an unarranged overdraft by allowing a payment despite lack of funds.

21.4 All overdrafts (whether arranged or unarranged) are borrowing facilities that are primarily intended for short-term requirements. They are generally not suitable for longer-term borrowing requirements and are repayable on demand.

21.5 Unless we have agreed otherwise, a fee may be applicable and interest will be charged at the applicable arranged or unarranged overdraft rate on the overdrawn balance on the **Account** and charged monthly to the **Account**. We will notify you of how much interest we will charge you by sending you a pre-notification of interest at least 14 days before we charge your **Account**.

21.6 We may, at any time, withdraw your right to overdraw the **Account** and/or require you to repay or reduce the amount of your overdraft.

21.7 Full details of current charges and interest rates are set out in the **Interest and Charges Tariff**.

22. Fees and Charges

22.1 We may charge, and you will be liable to pay, any fees and charges due from time to time as a result of the administration of your **Account**. These will be deducted from the balance on your **Account**. Any unpaid fees or charges will be a debt due from you to us.

22.2 Details of our fees and charges for the day-to-day running of your **Account** are set out in our Banking Charges Tariff which will be given at the time you open an **Account**. Further copies of our Banking Charges Tariff are available on request.

22.3 We may debit your **Account** with any interest, fees, charges or other costs, even if this causes you to go overdrawn (or further overdrawn).

22.4 We will tell you the fees and charges for any other service or account before we provide you with that service or account, and when you ask.

22.5 Any changes to fees and charges will be notified to you in accordance with Condition 5 of this **Client Agreement**.

22.6 We may receive remuneration and commission from, or share charges with, third parties in connection with transactions carried out on your behalf. Details of such remuneration or sharing arrangements will be made available to you on request.

22.7 Levels of fees and charges are also shown in our **Interest and Charges Tariff**. This provides the following information:

- current account charges;
- charges for standard account services;
- temporary overdraft interest rates; and
- charges for other services such as certain funds transfers and transactions involving foreign currency.

23. Statements

23.1 We will provide information about all amounts added to or taken from your **Account** (including details of any interest payable, any charges made and exchange rates used) to you via a paper statement, through digital banking (under a separate notification), in person in an office or via telephone. Any such information we provide you with orally will also be available in writing if you ask us.

23.2 We will issue statements of your accounts on a monthly basis, showing the transactions up to and including the last **Banking Day** of the calendar month. You can find out about what day we will send or make your statement available to you by asking in your office or calling us.

23.3 Statements will be dispatched by first class post on the following **Banking Day**.

23.4 Statements will be issued for Current Accounts, Call Deposit Accounts, 95-Day Notice Accounts and **Charge Card** Accounts and all will be dispatched together, normally in the same envelope. Alternatively, should you wish, statements can be made available to download through our 'Digital Banking Service'. Statements can also be provided in Braille, large print or audio formats.

23.5 You must carefully check all transaction information and inform us as soon as possible if you find that any item seems to be in any way incorrect.

23.6 If the **Account** is a **Joint Account**, we will send or make available statements addressed to all parties to the **Account** to the address of the first-named **Joint Account Holder** only unless there is a legal reason we have to write to all **Account Holders**. For example, we are required to send statements relating to an overdraft to all **Account Holders** unless you have authorised us not to in the application form.

24. Interest on credit balances

24.1 When you open an **Account**, we will give you information on the interest rates which apply to your **Account**. You can find out about our current interest rates at any time from our **Interest and Charges Tariff**, from our website, by asking in office or calling your banker.

24.2 Unless we tell you otherwise in your **Account Specific Terms and Conditions**:

- interest will be calculated daily on the cleared credit balance; and
- interest will be applied to your **Account** on a monthly basis, in arrears, on the last **Banking Day** of each calendar month and on the date you close your **Account** (or, where this does not fall on a **Banking Day**, the next **Banking Day**).

25. Tax

25.1 Interest payments are calculated on a gross basis and paid without deduction of tax.

25.2 The amount of tax you need to pay under UK law will depend on your individual financial circumstances and may change in future. If you have any questions about your tax position, you should contact your independent tax adviser.

25.3 Where required by **Applicable Law**, information regarding you and your **Account** may be reported to tax **Authorities** in the UK or other jurisdictions. If you are not an individual, we may also have to report information about any natural persons who are treated for certain tax purposes as exercising control over or having a substantial ownership interest in you.

26. Foreign currency

26.1 Where you instruct us to make or receive payments from or to your **Account** in a currency other than the currency of your account, we will:

- convert your payment into the currency using the reference exchange rate identified in our **Interest and Charges Tariff** on the date we process the transaction; and
- issue you with a transaction advice covering details of that transaction.

26.2 If you use a **Debit Card** to make payments or withdrawals in a currency other than the currency of the **Account**, the amount of the transaction will be converted into the currency of your **Account**, using the Mastercard exchange rate on the date Mastercard processes the transaction and a percentage commission which we set on the amount of the payment. This rate may not be the same as the rate that applied on the date the transaction was made, if the payment is processed by Mastercard after that date. Further details can be found in our **Interest and Charges Tariff**.

26.3 Our Currency Conversion Calculator is also available on our website, where you can view our exchange rates and see how they compare against the latest Central Bank rates.

26.4 You may be offered a choice of payment currencies when making purchases or withdrawals. If you select a currency other than the currency of your account, the payment will be charged to your **Account** in your chosen currency (and we will only receive details of the amount in that currency). The exchange rates in this case are set by merchants and ATM operators and not by us. Please note that if your chosen currency is different from the currency of your **Account**, we will convert this amount using the process set out in Conditions 26.1 and 26.2 above.

26.5 You can find out about relevant exchange rates at any time (including the actual rates used to convert any foreign currency transaction) by contacting us. Fees and commission rates for foreign currency transactions are set out in our **Interest and Charges Tariff**.

27. Payment Instruments

27.1 **Payment Instruments** (such as a **Card**) cannot be held jointly. We will issue separate **Payment Instruments** to each **Account Holder** for **Joint Accounts** where you ask us to do so.

27.2 Unless we tell you otherwise, we will only issue a **Payment Instrument** to someone other than an **Account Holder** with the consent of the **Account Holder** (or each **Account Holder** in the case of **Joint Accounts**).

27.3 Where you are provided with a **Debit Card** in relation to your **Account**, you may use it to make purchases from retailers or suppliers of services who display the Mastercard logo subject to local laws. This can either be a **Debit Card** payment in sterling or a **Debit Card** payment in a foreign currency.

27.4 We will not be liable if any retailer, supplier of services or cash machine does not accept your **Payment Instrument**.

27.5 The right to withdraw cash is subject not only to the laws and regulations of the UK (cash withdrawal in sterling in the UK) but also to the **Applicable Law** of the country in which the withdrawal is requested (cash withdrawal in foreign currency outside the UK).

27.6 You will be responsible for any fees which another institution may charge you for the use of their cash machine.

27.7 Your **Payment Instrument** must not be used for activities that would be a breach of **Applicable Law**.

27.8 We may stop or suspend the use of a **Payment Instrument**, if we reasonably consider it necessary:

- to protect the security of the **Payment Instrument**;
- because we suspect that there may be unauthorised or fraudulent use of the **Payment Instrument**; or
- because we reasonably believe that there is a significantly increased risk that you will be unable to repay your overdraft (if you have one).

27.9 If we stop or suspend the use of a **Payment Instrument** we have given you, such as a **Card**, we may require you to destroy it by cutting through the smartcard chip and/or the magnetic strip, or return it to us.

27.10 Unless **Applicable Law** prevents us from doing so, we will notify you when we stop or suspend a **Payment Instrument**, and the reasons we are doing so. Where possible, we will do so before taking that action. You can also contact us to find out why we have stopped or suspended a **Payment Instrument**.

28. Protecting your Account

28.1 You must take reasonable care to ensure that you and any other person with authorised access to your **Account**, keep all **Payment Instruments** and cheque books secure, and not allow anyone else to use them.

28.2 You should:

- keep your **Security Details**, passwords, **PIN** details and any **Digital Banking** details secure and not divulge them to anyone else. We recommend you do not retain your **PIN** advice slip and do not record this or other **Security Details** in a way which would be understood or used by someone else;
- do not allow anyone else to use your **Card** or **Security Details**, even a **Joint Account Holder** or your attorney;
- sign **Cards** as soon as you receive them and destroy old **Cards**;
- destroy any unused cheques or paying-in slips from old books that you do not intend to use in the future; and
- treat with suspicion any calls that you receive from someone that you do not know who purports to be calling on our behalf. In the event that you are asked for your security details/password, please note that we will only ever ask you for parts of it (i.e. certain characters); if asked for your full security details or password, please do not divulge it, but contact us as soon as possible. (Please note that if **you** call our Cards centre, you **WILL** be asked for your full Security Passwords).

28.3 You and any **Joint Account Holder** must keep any **Security Details** secret at all times.

28.4 If you suspect that your **Payment Instrument** or cheque book is lost or stolen or liable to misuse or if you suspect that someone else knows your **PIN**, **Account** passwords or other security information you must contact us via telephone as soon as possible using the contact details we have provided. If you believe there have been unauthorised or incorrectly executed transactions on your **Account**, you must stop using the **Payment Instrument** and contact us immediately. Our contact details are:

- during business hours at any of our offices (Edinburgh 0131 226 7300; London 020 3841 9922) or the number of your banker.
- outwith business hours, the contact number on the back of your **Card** (Card Centre 0345 601 1107 (from abroad +44 345 601 1107)).
- on our website under “contact us” – www.hampdenbank.com/contact

28.5 We will cancel your **Payment Instrument** or block your **Account** when you notify us of the loss, theft, misappropriation or unauthorised use.

28.6 We are not responsible for any claim for unauthorised or incorrectly executed transactions unless you notify us in accordance with Condition 28.4. In the event that you lose your **Payment Instrument**, or it is stolen or misappropriated, you remain liable for any use of your **Payment Instrument** until you notify us under Condition 28.4. You will only be liable up to a maximum of £35 (or currency equivalent) for transactions based on the use of that **Payment Instrument** that you did not authorise yourself, regardless of how many transactions there are. However, if your **Payment Instrument** has been used by a person who acquired possession of it with your consent, or you have deliberately or very carelessly failed to keep the personalised security features of your **Payment Instrument** or your **Account** safe, you will remain liable for the full amount of these transactions and the £35 limit will not apply.

28.7 You must notify us as soon as you are aware that a transaction may have been unauthorised or incorrectly executed and in any event no later than 13 months after the transaction date, unless we have failed to make available information on the transaction as required by law. It is important that you regularly check your transaction history to ensure any unauthorised or incorrectly executed transactions are identified and notified to us at the earliest possible opportunity.

28.8 Where you dispute a transaction, we will refund the amount of the payment immediately unless we have evidence that appears to show that you did authorise the transaction. Where applicable, we will restore your **Account** to the position it would have been in had the disputed transaction not taken place. We may investigate your claim and, if we refund the amount of the payment to you and following an investigation we determine that the transaction was authorised, we will reverse the refund. We will notify you before we do this.

28.9 If your **Card** expires, or is reported as lost or stolen or subject to misuse, we may (at our discretion) provide you with a new **Card**.

28.10 Examples of where you may have acted deliberately or very carelessly failed to keep the personalised security features of your **Payment Instrument** or your **Account** safe include:

- if you do not keep your **PIN** safe;
- if you keep your **PIN** with your **Card**; or
- if you do not tell us quickly once you become aware of any unauthorised use of your **Card**.

28.11 Unless you have acted fraudulently, you will not be liable for any transactions on your **Payment Instrument** or your **Account** based on the unauthorised use of that **Payment Instrument** in the following cases:

- once you have notified us of the loss, theft, misappropriation or unauthorised use of your **Payment Instrument** or of your **Account**;
- if we have failed at any time to provide the means for making that notification; or
- where your **Payment Instrument** has been used to make a transaction other than a face-to-face transaction (for example, to purchase something over the telephone or online).

28.12 Where you have acted fraudulently you will be liable for all losses incurred, including any losses we suffer.

28.13 If your **Payment Instrument** or cheque book is found or recovered after it was reported lost or stolen you must not use it and you must securely destroy such items.

28.14 If we suspect that a **Payment Instrument** is lost, stolen or liable to misuse then we may give information to the police. You must co-operate with us and the police to help recover the Payment Instrument and prevent any losses.

28.15 In the event of suspected or actual fraud or security threats on your **Account(s)**, we will contact you using your preferred method of contact as held on our records. This could be by telephone, mobile telephone or email. If you would like to check or update your preferred method of contact, please advise your banker.

28.16 You can share your security information with a **TPP** where they need this information to provide their services, however please be aware that if you give a **TPP** permission to access your **Account** we are not responsible for what they may do, and they will be able to see and do anything that you can do on your **Account**.

28.17 We may deny access to a **TPP** when we suspect, for reasonably justified and duly evidenced reasons, that there has been or will be unauthorised or fraudulent access to your **Account** by that **TPP**. We will attempt to contact you if we intend to deny access to a **TPP** and will restore access to that **TPP** as soon as the reasons for denying access no longer exist.

Authorised Push Payment Fraud (APP Scam)

When you are tricked into making a payment by Faster Payment or CHAPS by a criminal to a UK account outside your control and the person receiving the money isn't who you intended to pay, or the payment wasn't for the purpose you originally agreed.

28.18 If you suspect you are the victim of **APP Scam**, you must contact us as soon as possible.

28.19 We'll investigate to see if you're entitled to a refund. This may include asking you and others for further information about the **APP scam**. We'll refund you, or explain why we're not refunding, as soon as possible and within a maximum time limit.

28.20 Please be aware:

- To qualify for a refund, **APP scam** payment(s) must be electronic payments made by either Faster Payment or CHAPS in pounds Sterling to an account in the UK that you don't control. This does not include debit card payments.
- Any refund will be up to a maximum for each **APP scam**.
- We may hold you responsible for part of your claim, except where: – due to personal circumstances, you were vulnerable when you made the **APP scam** payments; and – your vulnerability helped cause you to fall victim.

28.21 To find out more about **APP scam**s and how to protect yourself, please contact your Banker for more information or visit www.hampdenbank.com/banking/banking-safely. This includes information on:

- The types of electronic payments that are in scope;
- What you can do to protect yourself;
- The maximum amount that we'll refund for each **APP scam**;
- The part of your claim that we may hold you responsible for;
- How we investigate claims, including how long we have to reach a decision; and
- The date from which these protections apply.

28.22 We won't refund you if:

- You acted fraudulently, including intentionally misleading us about the details of your claim;
- You make the claim more than 13 months after the last **APP scam** payment;
- You tried to make the **APP scam** payments(s) for an illegal purpose (for example, buying illegal goods or services);
- You have a genuine dispute with a provider of goods or services (for example, about the quality of those goods or services);
- You failed intentionally or with gross negligence to:
  - respond to specific actions that we, the police or another law enforcement agency took to help prevent you from falling victim to an **APP scam**;
  - tell us as soon as you became aware, or you suspected, that you'd fallen victim to an **APP scam**;
  - respond to our reasonable requests for additional information while assessing your claim; or
  - report your claim, or agree that we can report your claim, to the police or another law enforcement agency;
  - unless, due to personal circumstances, you were vulnerable when you made the **APP scam** payment(s) and your vulnerability contributed to you becoming a victim.

28.23 If you tell us to make a payment and we reasonably suspect that the payment is part of an **APP scam**, we may delay making the payment while we try to contact you or a third party to investigate. We'll decide whether to make or refuse the payment by no later than the end of the fourth business day after you told us to make the payment. This applies to all Sterling payments in the UK (including those made using the Faster Payments Service).

29. Account conditions

29.1 You acknowledge that you are solely responsible for obtaining appropriate independent tax advice regarding any transactions that you enter into relating to the **Account**. Nothing in this **Client Agreement** constitutes advice relating to tax.

29.2 If you have a personal current account or personal deposit account, you must use your **Account** for personal use only.

29.3 If you live outside the UK and we have agreed you can still hold an **Account** with us you should ensure that having an **Account** complies with any **Applicable Law** or rules which apply where you live, including any tax, foreign exchange or capital controls, and for all payment, reporting or filing requirements that may apply as a result of your country of citizenship, domicile or residence.

29.4 You must provide us with such information as we may reasonably require from time to time, and must update that information as we reasonably require from time to time, to enable us to comply with any **Applicable Law**.

29.5 You must contact us immediately, or at the latest within 30 days, if at any time in the future there is an important change to information you have previously provided to us, including any personal details or tax status (including your citizenship, residency, ownership or control).

29.6 You are responsible for ensuring that the information you provide to us is accurate and up-to-date. We shall have no responsibility to you if any information we hold about you is or becomes inaccurate or incomplete because you have given us inaccurate or incomplete information, or failed to tell us about any important changes to that information.

30. Digital Banking

If we provide you with a digital banking service, we will also give you a copy of our Digital Banking Terms and Conditions, and those specific terms and conditions will take priority over any others, including the terms and conditions set out in this booklet.

31. Monitoring and recording

To ensure that your instructions are carried out accurately, to help continually improve the service and in the interests of security, we may monitor and/or record telephone and video conference calls with you. In the interest of security we may use CCTV recording equipment in and around our premises. All recordings are our sole property.

32. Assignment

32.1 We may assign or transfer (including by declaration of trust) all or any part of our rights and/or obligations under this **Client Agreement** to a third party (such as a bank or financial institution) (a 'third party transferee') without your consent. For example, we may assign the interest in this **Client Agreement** with the sole intention being that the third party transferee can benefit from the income.

32.2 We will only assign or transfer if, in our reasonable opinion:

- the third party transferee to whom we make the transfer is capable of performing our obligations under this **Client Agreement**; and
- the way in which you are treated under this **Client Agreement** will not be affected in an important way by, or following, that transfer.

32.3 We may share information about you with a prospective third party transferee or person providing funding (to us or to the prospective third party transferee), regardless of whether we actually assign or transfer all or any of our rights and/or obligations to such transferee or the funding is actually provided.

32.4 Where we assign or transfer (including by declaration of trust) all or any part of our rights and/or obligations under this **Client Agreement** to a third party transferee, references in this **Client Agreement** to 'we', 'us' and 'our' shall be references to that third party transferee (for all or the relevant part, as applicable).

32.5 You may not assign or transfer all or any part of your rights or liabilities under this **Client Agreement** to any other person.

33. Liability

33.1 We will not be liable to you for any failure to perform our obligations under this **Client Agreement** due to any abnormal and unforeseeable event outside our control where the consequences would have been unavoidable despite all our efforts to the contrary.

33.2 We will not be liable to you for any failure to perform our obligations under this **Client Agreement** where performance of that obligation would have put us in breach of **Applicable Law**.

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

- loss of business, loss of goodwill, loss of opportunity or loss of profit; or
- any loss to you that we could not reasonably have anticipated when you gave us an instruction under this **Client Agreement**.

33.4 Nothing in this **Client Agreement** will exclude or limit any liability we have as a result of acting fraudulently or with gross negligence or any liability that we are not allowed by law to exclude.

34. How we use your personal information and who we share it with

34.1 We will use and process information about you in accordance with our **Privacy Statement** (as amended from time to time). A copy of this ('My Personal Data and Hampden Bank') has been provided to you, and is also available on request.

34.2 Where money has been paid into your **Account** by mistake we are legally obliged to work with the payer's bank to help them recover the money. This may mean providing information about you to assist them.

35. General

35.1 You may have to pay other taxes or costs in relation to your **Account** and/or the services we provide that are not charged by us or paid through us.

35.2 This **Client Agreement** is in English. We will communicate information or notices under this **Client Agreement** in English.

35.3 The law that applies to this **Client Agreement**, and to any overdraft made available on your **Account(s)**, will depend on the location of the address you provide to us when you enter into this **Client Agreement** ('your address'). If you are a personal client this address will be your main residential address. If you are a business client this address will be your registered office or principal place of business or, if you do not have a registered office or principal place of business, your principal address. Where your address is in Scotland, Scots law applies to this **Client Agreement** and to any overdraft made available on your **Account**. If your address is in England or elsewhere (other than Scotland), English law applies to this **Client Agreement** and to any overdraft made available on your **Account**. Where there is more than one **Account Holder** on your **Account**, the address that will determine the law that applies to this **Agreement** for the purposes of this Condition 35.3, will be the address of the first named signatory on the application form(s).

35.4 If you take legal proceedings against us in relation to this **Client Agreement**, the courts in which those proceedings can be heard will be based on both our location and the location of your address at the time you entered into this **Client Agreement**, as set out below:

(a) As we are domiciled in Scotland, the terms of this **Client Agreement** are subject to the jurisdiction of courts of Scotland. This means you are always able to take legal proceedings against us in the Scottish courts.

(b) If your address is located in the United Kingdom at the time you issue legal proceedings, the terms of this **Client Agreement** will be subject to the jurisdiction of the courts of the country within the United Kingdom in which you live. This means if you are resident in England or Wales, your competent court will be the courts of England and Wales. If you live in Scotland, the competent court will be the Scottish courts. If you live in Northern Ireland, the competent court will be the courts in Northern Ireland.

(c) If your address is outside the United Kingdom at the time you issue legal proceedings, the terms of this **Client Agreement** will be also subject to the jurisdiction of the courts of England and Wales, meaning that you are able to take legal action against us in the courts of England and Wales.

35.5 If we take legal proceedings against you in relation to this **Client Agreement**:

- If your address is in a jurisdiction within the United Kingdom at the time we commence proceedings against you, we will do so in the courts of that jurisdiction; or
- If your address is in a jurisdiction outside the United Kingdom at the time we commence proceedings against you, we will be entitled to do so in the courts of Scotland or in the courts of England and Wales (however, this is for our benefit and we may take legal action against you in relation to this **Client Agreement** in any other applicable jurisdiction).

35.6 You can ask us at any time for a copy of these terms and conditions, any **Account Specific Terms and Conditions** and any leaflets that show our rates and charges or other contractual information.

36. Definitions

Account means a current account or deposit account (including a Term Deposit account) with Hampden Bank;

Account Holder means the client or clients in whose name the Account is held;

Account Specific Terms and Conditions means the particular additional terms and conditions that apply to a particular Account, including the Digital Banking Terms and Conditions where appropriate;

Allowing a payment despite lack of funds means the Account provider allows a payment to be made from the client's Account although there is not enough money in it (or it would take the client past their arranged overdraft limit);

Applicable Law means the law or regulation of any jurisdiction, domestic or foreign, or any agreement entered into with or between Authorities;

Arranged overdraft means the account provider and the client agree in advance that the client may borrow money when there is no money left in the Account. The agreement determines a maximum amount that can be borrowed, and whether fees and interest will be charged to the client;

ATM Card means a Card that enables you to access and service your Account and can be used to withdraw funds from an Automated Teller Machine (ATM);

Authority means any competent regulatory, prosecuting, tax or governmental authority in any jurisdiction, domestic or foreign;

Banking Day means a day other than a Saturday, a Sunday or a bank holiday, on which banks are open for business in London and in Edinburgh;

Bank Giro Credit Slip means a paying-in slip found at the back of your cheque book or paying-in book that you use to make cheque or cash deposits for your Account;

Cancelling a cheque means the client asks the Account provider to cancel a cheque that the client has written;

Card means the plastic card we give you to use in connection with your Accounts (details of how you can use this Card are set out in Condition 4 above);

Cash withdrawal in foreign currency outside the UK means the client takes cash out of the client's account in foreign currency at an ATM or, where available, at a bank outside the UK;

Cash withdrawal in pounds in the UK means the client takes cash out of the client's Account in pounds at an ATM in the UK;

Charge Card means a Card that enables you to make purchases against your Charge Card Account that you pay off in full each month in accordance with Account Specific Terms and Conditions for this Card;

Credit Interest Rates Sheet means the document, available on request, containing the rate(s) of credit interest applicable to Hampden Bank accounts as further described in Condition 24.1;

Cut-Off Time means the time on a Banking Day before which we must receive your payment instruction in order to process it on the same day. As specified in Condition 17.1E, Different Cut-Off Times apply to different methods of giving us instructions. If we provide additional services which allow instructions to be given by other means (such as fax) we will tell you the relevant Cut-Off Times for those instructions;

Debit Card means a Card that enables you to access and service your Account, withdraw funds from an ATM and can also be used to authorise payments for goods or services to be debited from your current account;

Debit Card payment in a foreign currency means the client uses their Debit Card to make a payment in foreign currency. This can be in a shop, online or over the phone;

Debit Card payment in pounds means the client uses their Debit Card to make a payment in pounds. This can be in a shop, online or over the phone;

Depositor Protection Information Sheet means the information sheet that we provide to you, headed 'Basic Information about the protection of your eligible deposits', also available upon request, containing basic information about the protection of eligible deposits with Hampden Bank as further described in Condition 8. Changes to the Depositor Protection Information Sheet may be made by notice to you from time to time;

Direct Debit means the client permits someone else (recipient) to instruct the account provider to transfer money from the client's account to that recipient. The account provider then transfers money to the recipient on a date or dates agreed by the client and the recipient. The amount may vary;

EEA means the European Economic Area;

EEA currency means the currency of any country that is a member of the European Economic Area;

Interest and Charges Tariff means a tariff, available upon request, which sets out the interest rates and charges applicable from time to time to Hampden Bank accounts as further described in Condition 22.7 and comprises both the **Credit Interest Rates Sheet** and our Banking Charges Tariff;

Joint Account means an Account held in the names of two or more Account Holders (such as an Account held by more than one individual, a partnership, a trust, a pensions scheme, a club, a society or other unincorporated association);

Joint Account Holders means the Account Holders in whose names a Joint Account is held;

Maintaining the Account means the account provider operates the Account for use by the client;

Notified Address means the address you have most recently notified to us to be the address for us to contact you and which must be your main residence;

Payment Instrument means something that is unique to you and which you can use to make transactions on your Account and to give us instructions. This includes a Card or other physical device, a set of procedures (such as a PIN, password, security key or biometric data), or a combination of two or more of these (such as a Card used with a PIN);

PIN means a personal identification number;

Power of Attorney means the authority you grant to someone (known as your 'attorney') to operate your Account as if he or she were you;

Privacy Statement means the document titled 'My personal data and Hampden Bank' that describes how we use the information you provide us with;

Receiving money from outside the UK means when money is sent to the client's Account from an account outside the UK;

Refusing a payment due to lack of funds means the Account provider refuses a payment from the client's account because there is not enough money in it (or it would take the client past their arranged overdraft limit);

Security Details means the information that we hold that allows us to identify you;

Sending money outside the UK means the Account provider transfers money, on the instruction of the client, from the client's Account to another Account outside the UK;

Sending money within the UK means the Account provider transfers money, on the instruction of the client, from the client's Account to another Account in the UK;

Standing Order means the Account provider makes regular transfers, on the instruction of the client, of a fixed amount of money from the client's account to another Account;

Third Party Provider (TPP) means one or more of:

- Payment Initiation Services – services provided by businesses that contract with online merchants to enable you to purchase goods or services through your online banking facilities, instead of using a Payment Instrument or other payment method;

- Account Information Services – businesses that provide you with an electronic 'dashboard' where you can view information from various payment accounts in a single place;

Unarranged overdraft means the client borrows money when there is no money left in the Account (or when the client has gone past their arranged overdraft limit) and this has not been agreed with the account provider in advance; and

Withholding Tax means an amount for or on account of, or which represents, income tax, value added tax, tax on the sale or disposition of any property, duties, or any other amount deducted or withheld under Applicable Law.

Account specific Terms & Conditions

Current account

61 1. What types of current account are available?
61 2. What eligibility criteria apply to Hampden Bank current accounts?
62 3. Can I open an Account in a foreign currency?
62 4. Are overdrafts available on my Account?
62 5. What charges apply to my Account?
62 6. Where do I find details of the interest rate applicable to credit balances on my Account?
63 7. When will I receive statements for my Account?
63 8. Is a cheque book and/or a paying in book provided for my Account?
63 9. Which Cards are available on my Account?
63 10. What other conditions affect my Account?

95-day notice account

64 1. What are the key things I need to know about my Account?
64 2. Where do I find details of the interest rate payable on my Account?
65 3. What happens on Early Termination?
65 4. What other conditions affect my Account?

Call deposit account

66 1. What are the key things I need to know about my Account?
66 2. Where do I find details of the interest rate payable on my Account?
66 3. What other conditions affect my Account?

Term deposit account

68 1. What are the key things I need to know about my Account?
69 2. Where do I find details of the interest rate payable on my Account?
69 3. What is the Term of my Account?
69 4. What happens on Early Termination?
70 5. When do I receive statements on my Account?
70 6. What other conditions affect my Account?

Client account

71 1. What types of client account are available?
71 2. What eligibility criteria apply to Hampden Bank client accounts?
72 3. Can I open an Account in a foreign currency?
72 4. Are overdrafts available on my Account?
72 5. What charges apply to my Account?
72 6. Where do I find details of the interest rate applicable to credit balances on my Account?
72 7. What due diligence do I need to carry out on our clients for whom we hold money?
72 8. Can Hampden Bank set off sums I owe them against funds held on my Account?
73 9. What other conditions affect my Account?

Current account

These conditions apply to our range of current accounts, both personal current accounts and non-personal current accounts (sometimes known as 'business current accounts').

Definitions:

'**Account**' means a Hampden Bank Current Account as listed in Condition 1 of these conditions.

'**Client Agreement**' means the agreement between us and you which covers all current accounts and deposit accounts we offer, and the facilities and services we make available to you from time to time.

Please see Condition 36 of the **Client Agreement** for definitions of other capitalised terms used in these terms and conditions that are not defined either above or elsewhere in these conditions.

1. What types of current account are available?

We offer the following current accounts:

our **personal Hampden Bank** current accounts:

- Personal Current Account.
- Minor Current Account.
- Young Persons Current Account.
- Executors, Administrators and Personal Representatives Account.

our **non-personal Hampden Bank** current accounts:

- Incorporated Business (Limited Company/PLC/Unlimited Company) Current Account.
- Limited Liability Partnership (LLP) Current Account.
- Sole Trader Current Account.
- English Partnership Current Account.
- Scottish Partnership Current Account.
- Trust Current Account.
- Pension Scheme Current Account.
- Clubs & Associations Current Account.
- English Limited Partnership Current Account.

2. What eligibility criteria apply to Hampden Bank current accounts?

2.1 To open and hold a **personal** current account you must be 16 or over and be resident in the UK, unless we agree otherwise.

2.2 The type of **personal** current account you can open depends on your age:

- To open and hold a Minor Account you must not be 18 or over. If you hold a Minor Account, your **Account** will automatically become a Young Persons Account when you turn 18.
- To open and hold a Young Persons Account you must be 18 or over and under 25. Your Young Persons Account will automatically become a Personal Account when you turn 25 and the charges set out in our Interest and Charges Tariff will apply to your **Account**. We will write to you to notify you of this at least 2 months before the charges start to be applied to your **Account** and will ask you to agree to the application of these charges to your **Account**. If you do not agree to this we will close your **Account** on the expiry of this notice.
- To open and hold any other type of **personal** current account, you must be 25 or over.

2.3 To open and hold a **non-personal** current account you must be a company, limited liability partnership, sole trader, partnership, trust, pension scheme, or club or association.

2.4 We will confirm which type of **Account(s)** you will have when you apply for, and when we agree to provide, the **Account(s)**.

2.5 There is no limit on the number of **Accounts** you can hold (provided that you meet the eligibility criteria set out in this Condition 2).

2.6 You cannot hold a **personal** current account for **non-personal** use (such as in connection with a business) or a **non-personal** current account for **personal** use.

3. Can I open an Account in a foreign currency?

Your **Account** must be opened in sterling (GBP/£), euros (EUR/€), US dollars (USD/US$), Swiss francs (CHF), Hong Kong dollars (HKD), Japanese yen (JPY), Australian dollars (AUD) or New Zealand Dollars (NZD). You cannot change the currency of your **Account** after opening it.

4. Are overdrafts available on my Account?

Overdraft facilities are available in connection with your sterling (GBP/£) **Account**, unless your **Account** is:

(a) a Minor Current Account; or

(b) a Clubs & Associations Current Account.

Overdraft Facilities are not available in connection with **Accounts** held in a currency other than sterling (GBP/£).

Subject to the foregoing restriction, overdraft facilities will be available to you at our discretion and subject to our normal lending criteria.

5. What charges apply to my Account?

- The charges relevant to your **Account** are set out in our Interest and Charges Tariff. A copy of our tariff is available on our website at **hampdenbank.com/documents**, or from your Banker on request.
- Charges will be calculated on a daily basis and applied monthly in arrears on the 14th Banking Day of the following calendar month, or on closure of your **Account**.
- We will, at your request, apply the charges detailed in our Interest and Charges Tariff to a separate nominated current account in the same currency held with us in your name.

6. Where do I find details of the interest rate applicable to credit balances on my Account?

- We may pay you interest on the cleared balance of your **Account** when it is in credit.
- Details of the rate(s) of interest applicable to your **Account** can be found in our Interest and Charges Tariff.
- Where this reasonably reflects the costs incurred by us in holding the balance, we can apply a **Negative Interest Rate** to your **Account** when it is in credit, as indicated in our Interest and Charges Tariff.
- The rate of interest may vary in line with the relevant Central Bank Rate depending on the currency that the **Account** is opened in and the balance of your **Account**.
- Interest will be calculated daily on the basis of a 365 day year on amounts in sterling and Hong Kong dollars and a 360 day year on amounts in US dollars, euros, Swiss francs, Japanese yen, Australian dollars and New Zealand dollars.
- We will, at your request, apply all interest to a separate nominated current account in the same currency held with us in your name.
- A '**Negative Interest Rate**' is the rate at which you will be charged for holding a credit balance in an account to which it applies.

7. When will I receive statements for my Account?

7.1 We will provide or make available statements to you on a monthly basis. Duplicate statements are available on request at no charge.

7.2 Statements providing a full narrative for cheques issued by you on your account are available subject to a charge as set out in the Interest and Charges Tariff.

7.3 If you have a **personal** current account we will provide you with:

- a 'Tax Year End Certificate' in relation to credit interest paid on that **Account** for each year in which you hold the **Account**; and
- an Annual Statement of Fees and Charges, including interest paid.

7.4 If you have a **non-personal** current account we will provide you with a 'Tax Year End Certificate' in relation to credit interest paid on that **Account** for each year in which you hold the **Account**, provided it is:

- a Sole Trader Current Account;
- a Partnership Current Account; or
- a Trust Current Account.

8. Is a cheque book and/or a paying in book provided for my Account?

Cheque books and paying-in books are only available on current accounts held in sterling. If a cheque book is available on your **Account**, it will be issued to you, subject to our discretion. Where applicable, a paying-in book will be issued to you for your **Account(s)** on request.

We don't offer cheque books for Minor Current Accounts.

9. Which Cards are available on my Account?

- If you hold a **personal** current account in sterling, you will be issued with a Card or Cards to use as a Debit Card in connection with that **Account**, subject to our discretion, unless your Account is:
  - (a) a Minor Current Account, in which case we will need your parent or legal guardian to provide us with consent that you can have a Debit Card; or
  - (b) an Executors, Administrators and Personal Representatives Account.
- If you hold a **non-personal** current account in sterling, you will be issued with a Card or Cards to use as a Debit Card in connection with that **Account**, subject to our discretion, unless your **Account** is:
  - (a) a Pension Scheme Current Account;
  - (b) a Trust Current Account; or
  - (c) a Clubs & Associations Current Account.

10. What other conditions affect my Account?

10.1 These terms and conditions relating to the **Account** are additional to and should be read together with the terms and conditions set out in your **Client Agreement**, and our Interest and Charges Tariff.

10.2 If there is any inconsistency between these Account Specific Terms and Conditions and your **Client Agreement**, these Account Specific Terms and Conditions will override your **Client Agreement** to the extent of the inconsistency.

95-day notice account

This account offers an enhanced rate of interest, paid monthly, and requires that you give 95-days' notice of withdrawal.

Definitions:

'**Account**' means your Hampden Bank 95-day Notice Deposit Account.

'**Client Agreement**' means the agreement between us and you which covers all current accounts and deposit accounts we offer, and the facilities and services we make available to you from time to time.

'**Early Termination**' may occur in the event of:

(a) the death, bankruptcy or sequestration of a single Account Holder (or the death, bankruptcy or sequestration of the last surviving party to an Account opened in joint names);

(b) in the case of an Account Holder with a Hampden Bank non-personal current account, the appointment of a receiver or administrator to wind up your business; or

(c) we close your **Account** for one of the reasons listed in Condition 6.5 of the **Client Agreement**.

Please see Condition 36 of the **Client Agreement** for definitions of other capitalised terms used in these terms and conditions that are not defined either above or elsewhere in these conditions.

'**Notice Period**' means the period of notice you are required to give us to withdraw funds or close your **Account**, being 95 days.

1. What are the key things I need to know about my Account?

- The **Account** can be opened with a minimum of £50,000, and must be held in sterling (GBP/£).
- Maximum deposit limits may apply, and we'll tell you what these are when you open the **Account**.
- To open and hold an **Account**, you must also hold and maintain a Hampden Bank current account in sterling. All deposits and withdrawals must be made via that current account.
- Subject to the provisions around **Early Termination** which are detailed below, you need to give us the **Notice Period** to make a withdrawal from your **Account**, or to close it.
- If you provide the **Notice Period** to make a withdrawal from your **Account**, you may withdraw this notice at any time up to the day before the funds would be withdrawn.
- You must maintain a balance of at least £50,000 in your **Account**. In the event that you wish to make a withdrawal that will reduce the balance to below this level, you will be required to withdraw the entire balance.
- If the **Account** is held in joint names and one party dies, the **Account** will be transferred into the name(s) of the surviving Account Holder(s) on receipt of the death certificate.
- We don't make any charges for this **Account**.

2. Where do I find details of the interest rate payable on my Account?

2.1 We may pay interest on the balance of your **Account**. Details of the rate(s) of interest applicable to your **Account** can be found in our Interest and Charges Tariff which is available from our website at **hampdenbank.com/documents**.

2.2 The rate of interest is variable, and typically changes when the Bank of England base rate varies. The interest rate may also vary depending on the balance on your **Account**.

2.3 Interest will be calculated daily on the basis of a 365-day year, and is paid to your **Account** monthly.

2.4 We will give you notification of any reduction in the rate of interest. The rate reduction will not take effect until 60 days after the date of notification for 95-day Notice Accounts.

Changes to the rate of interest may be made without notice if the change is favourable to you.

3. What happens on Early Termination?

3.1 In the event of **Early Termination** we don't require the **Notice Period** to close the **Account**.

3.2 The **Account** may be closed without charge on receipt by us of written notice from the personal representatives, Trustee in Bankruptcy or Trustee in Sequestration of the Account Holder or the administrator or receiver appointed to wind up the business (as appropriate), in each case after providing evidence of their authority. We can only act on instructions to transfer the funds once that evidence of authority has been provided.

3.3 In the event of **Early Termination** all accrued interest due to the date of closure will be paid.

3.4 On **Early Termination**, it will normally take two Banking Days for an account closure notice to be processed.

4. What other conditions affect my Account?

4.1 These terms and conditions relating to the **Account** are additional to and should be read together with the **Client Agreement** and the Interest and Charges Tariff.

4.2 If there is any inconsistency between these **Account** specific terms and conditions and the **Client Agreement**, these **Account** specific terms and conditions will override the **Client Agreement** to the extent of the inconsistency.

4.3 The 14-day cancellation period specified in the **Client Agreement** does not apply to this **Account** and you cannot cancel the agreement for this **Account** once you have made a deposit into it. The only way to terminate the agreement is to give us the **Notice Period** to withdraw your deposit.

4.4 As the **Account** is a deposit account, rather than a current account, the following features are not available:

(a) A cheque book.

(b) A paying-in book.

(c) An overdraft facility.

(d) You cannot set up Direct Debits or standing orders to make payments from the **Account**.

(e) No Cards are available on this **Account**.

Call deposit account

This account is available in a range of currencies, and allows you the freedom to access your money at any time.

Definitions:

'**Account**' means your Hampden Bank Call Deposit Account.

'**Client Agreement**' means the agreement between us and you which covers all current accounts and deposit accounts we offer, and the facilities and services we make available to you from time to time.

Please see Condition 36 of the **Client Agreement** for definitions of other capitalised terms used in these terms and conditions that are not defined either above or elsewhere in these conditions.

1. What are the key things I need to know about my Account?

- Your **Account** must be opened in sterling (GBP/£) or US dollars (USD/US$). You cannot change the currency of your **Account** after opening it.
- There is no minimum balance required to open an Account. Maximum deposit limits may apply, and we'll tell you what these are when you open the **Account**.
- To open and hold an **Account**, you must also hold and maintain a Hampden Bank current account in the same currency for which you request a Hampden Bank Call Deposit Account (your '**nominated bank account**'). All deposits and withdrawals must be made via your nominated bank account.
- You can make withdrawals from your **Account** at any time up to the balance of your **Account**.
- We don't make any charges for this **Account**. Negative Interest Rates may apply as detailed in clause 2.4 below.

2. Where do I find details of the interest rate payable on my Account?

2.1 We may pay interest on the cleared balance of your **Account** when it is in credit. Details of the rate(s) of interest applicable to your **Account** can be found in our Interest and Charges Tariff which is available from our website at **hampdenbank.com/documents**.

2.2 The rate of interest is variable, and typically changes when the Bank of England base rate (or other relevant central bank reference interest rate applicable to the currency of your **Account**) varies. The interest rate may also vary depending on the currency of your **Account** and the balance on your **Account**.

2.3 Interest will be calculated daily on the basis of a 365-day year on amounts in sterling and a 360-day year on amounts in US dollars. Interest is paid to your **Account** monthly.

2.4 Where this reasonably reflects the costs incurred by us in holding the balance, we can apply a Negative Interest Rate to your **Account** when it is in credit. A Negative Interest Rate is the rate at which you will be charged for holding a credit balance in an **Account** to which it applies

3. What other conditions affect my Account?

3.1 These terms and conditions relating to the **Account** are additional to and should be read together with the **Client Agreement** and the Interest and Charges Tariff.

3.2 If there is any inconsistency between these **Account** specific terms and conditions and the **Client Agreement**, these **Account** specific terms and conditions will override the **Client Agreement** to the extent of the inconsistency.

3.3 As the **Account** is a deposit account, rather than a current account, the following features are **not** available:

(a) A cheque book.

(b) A paying-in book.

(c) An overdraft facility.

(d) You cannot set up Direct Debits or standing orders to make payments from the **Account**.

(e) No Cards are available on this **Account**.

Term deposit account

We can tailor a fixed-term, fixed-interest deposit account for any period from 1 day to 5 years.

Definitions:

'**Account**' means your Hampden Bank Term Deposit Account.

'**Client Agreement**' means the agreement between us and you which covers all current accounts and deposit accounts we offer, and the facilities and services we make available to you from time to time.

'**Early Termination**' may occur in the event of:

(a) the death, bankruptcy or sequestration of a single Account Holder (or the death, bankruptcy or sequestration of the last surviving party to an Account opened in joint names);

(b) in the case of an Account Holder with a Hampden Bank non-personal current account, the appointment of a receiver or administrator to wind up your business; or

(c) we close your **Account** for one of the reasons listed in Condition 6.5 of the **Client Agreement**.

'**Maturity Date**' means the end date of the term of the Account which we agree with you on Account opening.

'**Nominated Bank Account**' means a Hampden Bank current account or call deposit account in the same currency for which you request a Hampden Bank Term Deposit Account.

Please see Condition 36 of the **Client Agreement** for definitions of other capitalised terms used in these terms and conditions that are not defined either above or elsewhere in these conditions.

1. What are the key things I need to know about my Account?

- Your **Account** must be opened in sterling (GBP/£), euros (EUR/€), US dollars (USD/US$), Swiss francs (CHF), Hong Kong dollars (HKD), Japanese yen (JPY), Australian dollars (AUD) or New Zealand dollars (NZD). You cannot change the currency of your **Account** after opening it.
- The **Account** can be opened with a minimum deposit as follows:

Currency	Minimum deposit
GBP/£	50,000
EUR/€	50,000
USD/US$	50,000
CHF	50,000
HKD	450,000
JPY	10,000,000
AUD	80,000
NZD	100,000

- You may make only one deposit per **Account** (but may open more than one **Account**, each subject to the threshold requirements set out in this Condition).
- Maximum deposit limits may apply, and we'll tell you what these are when you open the **Account**.
- To open and hold an **Account**, you must also hold and maintain a **Nominated Bank Account**. All deposits and withdrawals must be made via your **Nominated Bank Account**.
- Subject to the provisions around **Early Termination** which are detailed at Condition 4 below, no further deposits and no withdrawals are permitted during the term of the **Account**.
- If the **Account** is held in joint names and one party dies, the **Account** will be transferred into the name(s) of the surviving Account Holder(s) on receipt of the death certificate.
- We don't make any charges for this **Account**.

2. Where do I find details of the interest rate payable on my Account?

2.1 The interest rate is fixed for the term of the **Account**. We will tell you the rate that applies to your **Account** before you open it and will confirm this information in writing once the **Account** is opened.

2.2 Interest will be calculated daily on the basis of a 365-day year on amounts in sterling and Hong Kong dollars, and a 360-day year on amounts in US dollars, euros, Swiss francs, Japanese yen, Australian dollars and New Zealand dollars.

2.3 Interest on your **Account** will be credited to your **Nominated Bank Account** annually (on the anniversary of opening of the **Account**, unless that anniversary is not a Banking Day, in which case it will be credited on the first available Banking Day following the **Account** anniversary) and/or on maturity when it will be paid to your **Nominated Bank Account** along with your deposit.

3. What is the Term of my Account?

3.1 The term of the Account between one (1) day and five (5) years will be agreed with you before **Account** opening and the **Maturity Date** will be the end date of the term. We will confirm the **Maturity Date** in writing once the **Account** is opened.

3.2 Subject to the conditions relating to **Early Termination** below, funds must remain on deposit for the agreed term, with funds available for use on the **Maturity Date** (unless the **Maturity Date** is not a Banking Day, in which case funds will be available on the next Banking Day that follows). You cannot make withdrawals or close your Account before the **Maturity Date**.

3.3 The balance of the **Account** will be paid into your **Nominated Bank Account** on the **Maturity Date** (or if the **Maturity Date** does not fall on a Banking Day, on the next Banking Day that follows).

4 . What happens on Early Termination?

4.1 In the event of **Early Termination** the **Account** may be closed without charge on receipt by us of written notice from the personal representatives, Trustee in Bankruptcy or Trustee in Sequestration of the Account Holder or the administrator or receiver appointed to wind up the business (as appropriate), in each case after providing evidence of their authority. We can only act on notice to close the **Account** early and transfer the funds once that evidence of authority has been provided.

4.2 In the event of **Early Termination** all accrued interest due to the date of closure will be paid.

4.3 On **Early Termination**, it will normally take two Banking Days for an account closure notice to be processed.

5. When do I receive statements on my Account?

5.1 Statements will be issued on an annual basis at the end of the month when your **Account** was opened and/or at the end of the month on closure of the **Account**.

5.2 We will provide you with a 'Tax Year End Certificate' in relation to credit interest paid on the **Account** for the UK tax year in which that interest is paid.

6. What other conditions affect my Account?

6.1 These terms and conditions relating to the **Account** are additional to and should be read together with the **Client Agreement** and the Interest and Charges Tariff.

6.2 If there is any inconsistency between these **Account** specific terms and conditions and the **Client Agreement**, these **Account** specific terms and conditions will override the **Client Agreement** to the extent of the inconsistency.

6.3 The 14-day cancellation period specified in the **Client Agreement** does not apply to this **Account** and you cannot cancel the agreement for this **Account** once you have made a deposit into it.

6.4 As the **Account** is a deposit account, rather than a current account, the following features are not available:

(a) A cheque book.

(b) A paying-in book.

(c) An overdraft facility.

(d) You cannot set up Direct Debits or standing orders to make payments from the **Account**.

(e) No Cards are available on this **Account**.

Client account

These conditions apply to our range of accounts designed to hold client money.

Definitions:

'**Account**' means a Hampden Bank Client Account.

'**Client Agreement**' means the agreement between us and you which covers all current accounts and deposit accounts we offer, and the facilities and services we make available to you from time to time.

'**Designated Client Account**' means an **Account** which is designated as holding client money beneficially owned by one or more of your clients, where the **Account** name includes the name or identity of those client(s).

'**Client Account**' means an **Account** which is designated as holding client money beneficially owned by one or more of your clients who are not named or identified in the title of the **Account**.

Please see Condition 36 of the **Client Agreement** for definitions of other capitalised terms used in these terms and conditions that are not defined either above or elsewhere in these conditions.

1. What types of client account are available?

We offer the following **non-personal Hampden Bank** client accounts:

- Client Money Current Account (Firm). This is a **Client Account**.
- Client Money Current Account (Re [Name]). This is a **Designated Client Account**.
- Client Money Call Deposit Account (Firm). This is a **Client Account**.
- Client Money Call Deposit Account (Re [Name]). This is a **Designated Client Account**.
- Client Money Term Deposit Account (Re [Name]). This is a **Designated Client Account**.

We do not offer client accounts to personal customers.

2. What eligibility criteria apply to Hampden Bank client accounts?

2.1 To open and hold an **Account** you must be a company, limited liability partnership, sole trader, partnership, trust, pension scheme, or club or association.

2.2 You must tell us if you are opening the **Account** for a specific client (a **Designated Client Account**) or not (a **Client Account**). You can open multiple **Designated Client Accounts** for the same client. We will confirm which type of **Account(s)** you will have when you apply for, and when we agree to provide, the **Account(s)**.

2.3 There is no limit on the number of **Accounts** you can hold (provided that you meet the eligibility criteria set out in this Condition 2).

2.4 You must only use your **Account** to hold money on behalf of your clients. You must not use the **Account** to hold money for or make payments for your own business. We may close your **Account** or convert it to a non-personal Current Account if we reasonably believe that you are misusing it. We will give you notice of closure under Condition 6.5 of the **Client Agreement**. If you are no longer authorised to hold client funds, you must tell us without delay.

2.5 Where the **Account** is being used as a **Designated Client Account**, we may ask you for evidence of your authority to do so. You must tell us if the scope of that authority changes.

3. Can I open an Account in a foreign currency?

Your **Account** must be opened in sterling (GBP/£), euros (EUR/€), US dollars (USD/US$), Swiss francs (CHF), Hong Kong dollars (HKD) or Australian dollars (AUD). You cannot change the currency of your **Account** after opening it.

4. Are overdrafts available on my Account?

Overdraft facilities are not available on your **Account**. In the event that a transaction or the application of charges causes your **Account** to go overdrawn, this will be an unarranged overdraft and you'll have to pay the overdrawn balance immediately on demand.

5. What charges apply to my Account?

- The charges relevant to your **Account** are set out in our Interest and Charges Tariff. A copy of our tariff is available on our website at **hampdenbank.com/documents**, or from your Banker on request.
- Charges will be calculated on a daily basis and applied monthly in arrears on the 14th Banking Day of the following calendar month, or on closure of your **Account**.
- We will, at your request, apply the charges detailed in our Interest and Charges Tariff to a separate nominated current account held with us in your name. This may be your office account.

6. Where do I find details of the interest rate applicable to credit balances on my Account?

- Details of the rate(s) of interest applicable to your **Account** can be found in our Interest and Charges Tariff.
- We will, at your request, apply all interest to a separate nominated current account held with us in your name. This may be your office account.

7. What due diligence do I need to carry out on our clients for whom we hold money?

7.1 You are responsible for compliance with your own obligations in relation to client money deposited in the **Account**. This may include:

- reasonable due diligence on your clients, your clients' beneficial owners and any beneficial owners of the funds (where applicable), including any due diligence under the Money Laundering Regulations in order to identify who you hold money for. You agree to provide us with evidence of this, and any other information we reasonably request, without delay on our request; and
- complying with regulatory obligations relating to the treatment of client money that apply to you: for example, the FCA's CASS client money rules or the accounts rules of your designated professional body such as the Law Society, or the RICS.

7.2 We may close the **Account** in accordance with the **Client Agreement** if we do not receive any evidence, information or confirmation we request from you under this Condition 7.

8. Can Hampden Bank set off sums I owe them against funds held on my Account?

We do not have any recourse or right against money in the **Account** in respect of any sum you owe us, or that you owe to any third party on any other account (including any account with us that you use for your own money). This means for example that we do not have any right to combine the **Account** with any other account, or any right of set-off or counterclaim against money in the **Account**.

9. What other conditions affect my Account?

9.1 These terms and conditions relating to the **Account** are additional to and should be read together with:

- the terms and conditions set out in your **Client Agreement**, and our Interest and Charges Tariff;
- for an **Account** which is either a Client Money Current Account (Firm) or a Client Money Current Account (Re [Name]), our specific terms and conditions for Current Accounts;
- for an **Account** which is a Client Money Call Deposit Account (Firm) or a Client Money Call Deposit Account (Re [Name]), our specific terms and conditions for Call Deposit Accounts; and
- for an **Account** which is a Client Money Term Deposit Account (Re [Name]), our specific terms and conditions for Term Deposit Accounts.

9.2 If there is any inconsistency between: these Additional Conditions; the Account Specific Terms and Conditions for Current Accounts, Call Deposit Accounts or Term Deposit Accounts; and your **Client Agreement**, the following order of priority applies:

- these Additional Conditions;
- the Account Specific Terms and Conditions for Current Accounts, Call Deposit Accounts or Term Deposit Accounts as the case may be; and
- your **Client Agreement**.

9.3 The following features are not available in connection with the **Account**:

- A cheque book.
- A paying-in book.
- An overdraft facility.
- You cannot set up Direct Debits or standing orders to make payments from the **Account**.
- No Cards are available on this **Account**.

Other Terms & Conditions

Charge Card

75 1. What are the key things I need to know about my Charge Card?
75 2. When am I told my Charge Card limit, and can it change?
76 3. Charge Card Statements
76 4. What do I need to repay each month?
76 5. What are the interest rate and charges payable in connection with my Charge Card?
76 6. What are the different ways I can use my Charge Card?
77 7. Additional cardholders
77 8. What other conditions affect my Charge Card?

Digital Banking

78 1. What are the key things I need to know about the Service?
79 2. How do I set up the Service?
79 3. Using the Service
79 4. Can I appoint a Third Party Service User to access my Account(s)?
80 5. What about Joint Account Holders?
80 6. Specification and performance of the Service
81 7. Upgrades to the Service and/or the App
81 8. How can I keep my Account safe when using the Service?
81 9. What other conditions affect the Service?
82 10. How do I end the Service?

Charge Card

Contactless Mastercard charge cards are available for making purchases in person or online, at home or abroad, up to your card limit.

Definitions:

'**Account**' means your Hampden Bank Charge Card Account.

'**Charge Card**' means your Hampden Bank Charge Card.

'**Client Agreement**' means the agreement between us and you which covers all current accounts and deposit accounts we offer, and the facilities and services we make available to you from time to time.

Please see Condition 36 of the **Client Agreement** for definitions of other capitalised terms used in these terms and conditions that are not defined either above or elsewhere in these conditions.

1. What are the key things I need to know about my Charge Card?

- Your **Account** must be opened in sterling (GBP/£), euros (EUR/€) or US dollars (USD/US$).
- You can use the **Charge Card** up to your Charge Card Limit. This is the limit as notified to you when we first provide you with the **Charge Card**.
- When you use your **Charge Card**, the transaction will normally be checked against the remaining Charge Card Limit on your **Account** and will be refused if you have insufficient monies available.
- You must pay your monthly balance in full each month on the monthly payment date set out on your statement. See Conditions 3 and 4 of these terms and conditions.
- No interest will be charged on your **Account**.
- To be able to have a **Charge Card** you must:

  (a) be 18 or over and resident in the UK (unless we agree otherwise); and

  (b) maintain a Hampden Bank current account with us in the same currency as your **Charge Card** (your '**nominated bank account**') that is not:

  - a Minor Current Account;
  - an Executors, Administrators and Personal Representatives Account;
  - a Trust Account;
  - a Pension Scheme Current Account; or
  - a Clubs & Associations Account.

2. When am I told my Charge Card Limit, and can it change?

2.1 We tell you your Charge Card Limit when we first provide you with your **Charge Card**.

2.2 You can apply to increase your Charge Card Limit, subject to status. Please contact us for more information about requesting a limit increase.

2.3 We may change your Charge Card Limit by giving you notice in accordance with Condition 5 of the **Client Agreement**. We can change your limit at any point, without prior notice, if we reasonably suspect fraudulent or other criminal activity.

3. Charge Card Statements

3.1 We will send you, or make available to you, a monthly statement showing any payments that you have made using your **Charge Card** (your '**charge card transactions**') since your previous statement.

3.2 Your monthly statement will be produced on the last Banking Day of each month and will show the charge card transactions you have made in that month, up to and including the day on which we produce the statement. You must tell us if your statement includes something you think is wrong.

3.3 Each month's statement will include the charge card transactions that you have made in the last two Banking Days of that month (if any). However, these charge card transactions will not be included in the amount you have to pay to settle your account for that month (your '**monthly balance**'). Charge card transactions made in the last two Banking Days of a calendar month will be included in the amount you will have to pay in the following month.

4. What do I need to repay each month?

4.1 You must pay your **monthly balance** (as defined above) in full each month on the monthly payment date as described in Condition 4.2 below.

4.2 We will deduct the **monthly balance** from your nominated bank account automatically each month on the last Banking Day of the month even if this causes your nominated bank account to go overdrawn (or further overdrawn) and overdraft interest and charges are incurred by you as a result. This is your monthly payment date. It is your responsibility to ensure that your nominated bank account has sufficient funds to meet your payment obligations under these terms and conditions and the **Client Agreement**.

4.3 If your nominated bank account has insufficient funds, we may deduct any amounts you owe us in connection with your **Charge Card** from any other account you maintain with us in any currency in accordance with the **Client Agreement**.

4.4 When you make payments or transfer funds into your **Account**, you must not pay us more than your **monthly balance**. If you have a credit balance on your **Account** at any time, for example if you're received a refund, we may apply it to recent of future transactions. We may return any credit balance to the account from which the money has been sent, or to your nominated bank account or any other account you have with us. We do not pay interest on any credit balance on your **Account**.

5. What are the interest rate and charges payable in connection with my Charge Card?

5.1 We don't charge interest on your charge card transactions.

5.2 If you, or any cardholder, use the **Charge Card** for transactions in a currency other than the currency of your nominated bank account, the amount of the transaction will be converted into the currency of your nominated bank account. The conversion rate will be the Mastercard exchange rate on the date that Mastercard processes the transaction, plus a percentage commission which we set on the amount of the payment. This rate may not be the same as the rate applied on the date the transaction was made, if the payment is processed by Mastercard after that date. Further details can be found in our Banking Charges Tariff.

6. What are the different ways I can use my Charge Card?

Normal day-to-day use	Once you receive your **Charge Card** you can use it (or the card details) to make purchases in accordance with these terms and conditions and the **Client Agreement**, including their use with Chip & PIN (Personal Identification Number) technology.
Cash withdrawals	Cash withdrawals will be applied directly to your nominated bank account and not to your **Charge Card Account**. Overdraft interest and charges will apply on your nominated bank account if the application of the cash withdrawals takes that account into (or further into) an overdrawn position.

Cash withdrawals at an ATM	You can make a cash withdrawal at an ATM of up to £500 (or the currency equivalent) per rolling 24 hour period at ATMs displaying the Mastercard logo. This is subject to any transaction limits on individual ATMs.
Cash withdrawals at a branch counter	You can make a cash withdrawal of up to £2,000 (or the currency equivalent) per day over the counter of any bank branch displaying the Mastercard logo. This is subject to any restrictions or local limits applied by the branch.
Contactless	You can use your **Charge Card** to make contactless payments by placing the card against the card reader provided by the retailer. Contactless payments are subject to a maximum amount notified to you from time to time. As a security measure, from time to time you will require to enter your PIN to complete your transaction.
Online	Your **Charge Card** is enabled for online purchases. If you wish to use this capability, you must ask us to link your mobile telephone number to your card as some transactions will require, for your protection, an additional security check such as a one-time passcode.

7. Additional cardholders

7.1 You can ask us to issue an additional **Charge Card** for use on your **Account** to any person you nominate as long as they are eligible for a **Charge Card** in accordance with these terms and conditions. Alternatively you can ask us to set up separate **Accounts** for you to use with each third party to whom you want us to provide an additional card. Each such **Account** will be subject to a separate agreement for a Hampden Bank Charge Card Account.

7.2 You are responsible for all use of your **Account(s)** by each cardholder, even if they do something which makes you break these terms and conditions and/or the terms of the **Client Agreement**. You must ensure that each cardholder uses the card according to these terms and conditions and the terms of the **Client Agreement**.

7.3 If you want to cancel any additional **Charge Card**, you can ask us to do this. You or the cardholder must destroy the **Charge Car**d immediately by cutting through the smartcard chip and/or the magnetic strip.

8. What other conditions affect my Charge Card?

8.1 When considering whether you might exceed your Charge Card Limit as a result of a transaction, we may take into account amounts that have not yet been added to your account balance, such as prospective transactions that we have authorised, or charges that you might incur.

8.2 **Charge Cards** belong to us. If we ask, you and any additional cardholders must not use them and you must return them to us. If we ask you to return the card, or if we believe the **Charge Card** is being misused, we may put a stop on it and/or ask others to retain it for us.

8.3 We may send you another **Charge Card**, including one with a different payment scheme logo other than Mastercard, in the future as a replacement for your existing card, provided that the terms that apply to that card will be the same or better than your existing **Charge Card**.

8.4 These terms and conditions relating to the **Account** are additional to and should be read together with the **Client Agreement** and the Interest and Charges Tariff.

8.5 If there is any inconsistency between these terms and conditions and the **Client Agreement**, these terms and conditions will override the **Client Agreement** to the extent of the inconsistency.

Digital Banking

Our online banking and mobile banking and card management apps provide you with the flexibility to access and manage your accounts and cards at your convenience and complement the personal service you receive from your banker.

You can view your accounts and statements and make payments quickly and easily from your desktop, tablet or smartphone.

Definitions:

'**Account**' means any account that you hold with us or have access to and which we allow you to register for use with the **Service**.

'**App**' means our Digital Banking Mobile Application.

'**Client Agreement**' means the agreement between us and you which covers all current accounts and deposit accounts we offer, and the facilities and services we make available to you from time to time.

'**Digital Banking User ID**' and '**Password**' mean the **Payment Instruments**, established in accordance with these terms and conditions, which are required for the **Service**.

'**Equipment**' means your computer, tablet, mobile phone or any other device or equipment which you use to access the **Service**.

'**Payment Instrument**' means something that is unique to you and which you can use to make transactions on your **Account** and to give us instructions. This includes a Card or other physical device, a set of procedures (such as a PIN, password, security key or biometric data), or a combination of two or more of these (such as a Card used with a PIN).

'**Security Details**' means the **Digital Banking User ID** and/or **Password**, and may include additional security features provided by your **Equipment**, such as registered biometric information (e.g. fingerprint access).

'**Service**' means the Hampden Bank Digital Banking Service, comprising online banking and mobile banking.

'**Third Party Service User**' means an individual or legal entity that is not an Account Holder that has view only or transactional access to use the **Service** in respect of the **Account**.

Please see Condition 36 of the **Client Agreement** for definitions of other capitalised terms used in these terms and conditions that are not defined either above or elsewhere in these conditions.

1. What are the key things I need to know about the Service?

- The **Service** allows you to:
  - (a) view your **Account(s)**;
  - (b) set up, make and manage payments and transfer money between accounts by using an electronic device and your **Security Details**;
  - (c) set up account alerts to receive notifications of activity on your **Account(s)**, for example, if your account balance goes above or below a specified amount;
  - (d) use online banking to choose to receive paperless statements and other documents in relation to your **Account(s)**, and to send secure messages directly to your banker (not available via the **App**).
- Before you can start to use the **Service** you must complete the Bank's Digital Banking application form.
- If you want to use the **Service** you must have access to at least one **Account** and **Equipment**.
- We'll send you alerts using the telephone numbers and email addresses you have given us.

- The provision of the **Service** in relation to your **Account(s)** is at our discretion, and we may therefore restrict or withdraw any or all of the elements of the **Service**.

2. How do I set up the Service?

2.1 Once we are satisfied with your Digital Banking application form, we will email you with instructions on how to activate your access, which will include your **Digital Banking User ID**.

2.2 If you're accessing the **Service** on mobile devices, we recommend that you download our **App** from your app store.

2.3 We will only issue one **Digital Banking User ID** per individual user. We can remind you of your **Digital Banking User ID** should you forget it.

2.4 Your **Digital Banking User ID** and **Password** are part of your **Payment Instrument**. You must keep your **Digital Banking User ID** and **Password** secure, and must not allow anyone else to use them.

3. Using the Service

3.1 You must use the **Service** in accordance with these terms and conditions. You can also refer to the Frequently Asked Questions (**FAQs**) on the **Service** for further guidance if required. You can read the **FAQs** on our website at **hampdenbank.com/banking/digital-banking**.

3.2 Access to the **Service** requires you to login via your **Equipment** using your **Security Details**.

3.3 If you have been inactive on the Service for more than five minutes you will be automatically logged out.

3.4 We may suspend, restrict or block your use of the **Service**, or the use of your **Security Details** if we reasonably think this is necessary because, for example:

- the security of your **Account** or the **Service** is at risk;
- we suspect unauthorised or fraudulent use of your **Security Details** or the **Service**;
- a device is being used that we do not recognise, seems to have been modified or is being used in an unusual way;
- we must comply with a legal or regulatory requirement;
- false information has been given to us about you, or another Account Holder or a **Third Party Service User**;
- a systems failure has occurred;
- a third party has failed to supply services;
- there is another reason beyond our reasonable control; or
- you end the **Service** in accordance with Section 10.

3.5 Where possible, we will notify you, using your preferred method of contact, before suspending, restricting or blocking your access to the **Service** to tell you we are doing so and why. However, we may not always be able to tell you what we are doing and why, for example because of legal or regulatory restrictions.

4. Can I appoint a Third Party Service User to access my Account(s)?

4.1 You can grant someone who is not an Account Holder the ability to use the **Service** by appointing them a **Third Party Service User** in accordance with this Condition 4 and Condition 5.2.

4.2 You can grant a **Third Party Service User** the right to view your **Account(s)** using the **Service** by:

- asking us to issue them with a **Digital Banking User ID**; and
- identifying the **Account(s)** they are permitted to view.

4.3 Any such **Third Party Service User** must provide us with a '**Personal Information Form**' and complete a Digital Banking application form before we can provide them with a **Digital Banking User ID**.

4.4 If you want to grant a **Third Party Service User** the right to issue electronic instructions in relation to an **Account** using the **Service** you must also appoint them as an 'authorised person' on that **Account** by completing a '**Signing Authorities Form**'. We will provide you with this form at your request.

4.5 You are responsible for all use of the **Service** by a **Third Party Service User**, even if they do something which makes you breach these terms and conditions and/or the **Client Agreement**. Each **Third Party Service User** should use the **Service** according to the terms of these terms and conditions and the **Client Agreement**.

5. What about Joint Account Holders?

5.1 If you are a Joint Account Holder:

- each person named on the **Account** can register for the **Service** independently of the other persons named on the **Account**. Each Joint Account Holder will have separate **Security Details** to access and use the Service; and
- you can issue electronic instructions using the **Service** in relation to that Joint Account only if you are permitted to issue instructions to us individually in accordance with Condition 13 of the **Client Agreement**.

5.2 If you wish to appoint a **Third Party Service User** in relation to a Joint Account, we will require this appointment to be made by all the joint Account Holders.

6. Specification and performance of the Service

6.1 Your **Equipment** you use to access the **Service** must meet any reasonable requirements or minimum specification that we may set, such as the installation of software updates and anti-virus protection.

6.2 We may change the minimum specification you need to access any part of the **Service** and we may make operational changes to and alter the services currently available under the **Service** at any time. We will always notify you of such a change by either placing a message on our website, on the **Service**, or by text, email or post. If a change in specification results in your **Equipment** becoming incompatible with the **Service** or in you being unable to make use of all of the functions of the **Service** you previously enjoyed, you are responsible for replacing or modifying your **Equipment** so that you may properly access the **Service**.

6.3 You are responsible for obtaining and maintaining your **Equipment** and for ensuring that it is compatible with the **Service**. You must be authorised to use your **Equipment** where you do not own it or a third party has rights in relation to it (for example, third party software licences or ownership of mobile devices). You must not change or copy any software that we provide, or give it to another person. You should carry out your own regular virus and security checks.

6.4 We have no responsibility or liability with respect to your **Equipment** and shall not be liable for any loss or damage you suffer if your **Equipment** is infected by a virus or corrupt file unless such loss or damage is the direct result of our gross negligence or deliberate default. We shall use reasonable efforts to keep the **Service** free from viruses and corrupt files but due to the nature of the **Service** (in particular the fact that the **Service** may use the internet to communicate with you) we cannot guarantee that the **Service** is free from infection by viruses or anything else with contaminating or destructive properties. We recommend that where practicable you check information we send you through the **Service** for viruses.

6.5 We cannot guarantee:

- the speed with which you will be able to access and use the **Service**;
- the speed with which you will receive any notifications we provide you with; and
- that you will have uninterrupted or continuous access to the **Service**.

6.6 We expect the **Service** will be available, unless:

- we are making changes or carrying out maintenance to our systems or if we are unable to provide the **Service** for technical, security, legal or regulatory reasons or due to unusual events or circumstances beyond our reasonable control (for example, if a service provider stops providing services); or
- your internet connection, mobile device or network fails.

6.7 The **Service** uses a high level of encryption and the use of such encryption may be illegal in some countries outside of the UK. You should ensure that you do not use the **Service** if this is not permitted by local law and we shall not be liable for any loss, damage or other outcome suffered by you as a result of your use or you not being able to use such **Service** in these countries.

6.8 You are responsible for paying all telephone, mobile, internet service provider and other charges which you incur in accessing and using the **Service**.

7. Upgrades to the Service and/or the App

7.1 We may make changes to the **Service** (such as introducing new features or making updates to the **Service**). Depending on the update, you may not be able to use the **Service** until you have updated your browser or software or downloaded the latest version of the **App**. You may also need to agree to new terms if you want to continue to use the **Service**. We will let you know through your mobile device if there is a new version of the **App**.

7.2 You should not download the **App** from anywhere other the Apple App Store or the Google Play Store. You also should not install the **App** on a device that has had the software or hardware modified from the manufacturer's specifications or has had its security features bypassed. You must not use the **App** on a device running an operating system that is not generally available and supported on devices (such as a beta or pre-release operating system).

8. How can I keep my Account safe when using the Service?

8.1 If you know or suspect that anyone other than you, or someone you have authorised, has made use of your **Security Details** or has otherwise accessed your **Account** fraudulently you must notify us as soon as you can.

8.2 We may ask you to change your **Security Details** for operational or security reasons.

8.3 We will ask you to confirm your identity when you access the **Service** and before we accept certain instructions you give us through the **Service**. We may also rely on some of the security functions on your **Equipment** when you access the **Service**, such as location data and biometric tools. From time to time we may apply additional security checks to help confirm your identity, such as sending you a one-time passcode. We may also apply '3D Secure' for online Card transactions.

8.4 We may use software and other technology to help us identify you, and to detect viruses or malicious software (malware) on your **Equipment**. If we detect these things, we may suspend, restrict or block your access to the **Service** or the use of your **Security Details** in line with Condition 3.4. If this happens, you may not be able to access some or all of the **Service** again until you have removed the viruses or malware or, where necessary, changed your **Equipment**.

8.5 You must always keep your **Security Details** secure and not share them with anyone, including Joint Account Holders. You should also ensure that only your biometric information (such as when using fingerprint access) is registered on your **Equipment** you use to access the **Service**. We will never phone, text or email you asking for your **Security Details**.

9. What other conditions affect the Service?

Use of the App

9.1 We give you a non-exclusive right to use the **App** but you cannot grant any rights relating to it to anyone else.

9.2 We are responsible for the **App** and its content. Neither Apple Inc. nor Google Inc. have any responsibilities or obligations to you in relation to the **App** and will not provide any maintenance and support services for the **App**.

Trademarks

9.3 iPhone, iPad, iPod Touch and Apple are trademarks of Apple Inc. Apple App Store is a service mark of Apple Inc. Android is a trademark of Google Inc. Google Play Store is a service mark of Google Inc.

Conflicting terms

9.4 These terms and conditions relating to the **Service** are additional to and should be read together with the **Client Agreement**.

9.5 If there is any inconsistency between these specific terms and conditions and the **Client Agreement**, these specific terms and conditions relating to the **Service** will override the **Client Agreement** to the extent of the inconsistency.

10. How do I end the Service?

10.1 You can delete the **App** or stop using the **Service** at any time but if you want us to deregister you from the **Service** you need to let us know.

10.2 You may deregister from the **Service** at any time by notifying:

- your Banker by telephone, email or in branch; or
- us in writing at: Hampden Bank, 20/21 Charlotte Square, Edinburgh, EH2 4DF.

Following receipt of such notice, your right to use the **Service** will be terminated.

10.3 If you deregister, and you were receiving statements, documents and other correspondence from us through the **Service**, we will revert to sending these to you on paper again.

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