

## Unity Corporate Multi-pay Card

In September 2019 the Parish Council determined to move its accounts (both current and reserve) to Unity Trust Bank, in order to facilitate full internet banking and BACS payments with dual signatory authorization system (**Min. 19.09.11.2 refers**). The accounts have been operating through Unity Trust Bank since the migration was completed in June 2020.

In July 2020, the parish council resolved to apply for a Unity Corporate Multi-pay card (**Min. 20.07.09.3 refers**). This application was completed, but due to the lock down conditions at the time it proved difficult to meet the requirements of the bank in terms of signatures. As a result, the application lapsed, and, due to the length of time since the original decision, the clerk is asking the parish council to consider this matter again.

Until now, the clerk has purchased items required for the parish using her personal credit card, and then applied to the council for a refund of the expenditure. On some occasions, these expenses can be quite high, and the refund can fall outside the clerk's interest free repayment window. Furthermore, this arrangement does not represent best practice in terms of payments, accounting procedures, transparency and VAT recovery (although recognized that many smaller councils operate in this way).

Unity Trust Bank has partnered with Lloyds bank to offer a Unity Corporate Multi-Pay Card – a charge card designed for Unity Trust Bank customers.

Benefits include:

- Improved control of spend and day-to-day purchases
- Tailor card holder spend on goods and services to suit the requirements of your business or organisation, as well as individual cardholders
- Set single transaction, as well as monthly, spending limits for a greater level of control
- Optional merchant category blocking available, at company and cardholder level
- Greater visibility of spend across all cardholders

There is a single online account management tool, allowing the administrator to

- Amend individual card limits
- Update cardholder addresses and other personal details
- Easily extract transaction data
- View online statements
- Manage on the move, access via URL
- Control access for audit purposes

Full details of the Multi-pay card including application form, fees and charges, indemnities etc is attached as Appendix A to this report.

The National Association of Local Council's Financial Regulations template sets out obligations in respect of credit and debit card arrangements, as below:

- 6.18. Any Debit Card issued for use will be specifically restricted to the Clerk and will also be restricted to a single transaction maximum value of £500 unless authorised by council or finance committee in writing before any order is placed.*
- 6.19. A pre-paid debit card may be issued to employees with varying limits. These limits will be set by the council. Transactions and purchases made will be reported to the council and authority for topping-up shall be at the discretion of the council.*

Hilary Workman  
Clerk & RFO  
September 2022

6.20. *Any corporate credit card or trade card account opened by the council will be specifically restricted to use by the Clerk and shall be subject to automatic payment in full at each month-end. Personal credit or debit cards of members or staff shall not be used under any circumstances.*

The Financial Regulations were last reviewed and adopted by the parish council at its Annual Meeting in May. Those revisions took account of some recent changes to contract limits brought to the clerk's attention by the council's internal auditor. The clerk has further reviewed the Financial Regulations to incorporate the relevant clauses under the National Association of Local Councils Template, attached as Appendix B to this report.

By moving to a Corporate Multi-pay card through Unity Trust Bank, the Parish Council can ensure that:

- Clerk expenses should in future be limited to mileage and subsistence claims
- Office items (e.g. stationery, print toner, replacement equipment), subscriptions (e.g. Microsoft, Adobe), and any items identified for purchase by the parish council or its estates committee are charged directly to the parish account, in accordance with the councils financial regulations.

**Recommendation:**

- i. The parish council apply for a Unity Corporate Multi-pay Card from Unity Trust Bank (restricted to use by the clerk) and set a single transaction maximum value of £500 (unless authorized by the council in writing before any order is placed);**
- ii. The parish council adopt the revised Financial Regulations attached as Appendix B to this report;**
- iii. The parish council authorise:**
  - a. The initial set up fee of £50.00; and**
  - b. a variable direct debit payment from its Unity Trust bank to service the full transaction balance each month, including any fees and charges (monthly £3 per card charge) accruing to the Corporate Multi-pay Card;**
- iv. Regular software subscriptions, listed below, be authorized to be charged against the corporate Multi-pay card:**
  - a. Microsoft basic – monthly, currently £4.50 plus VAT (upto 10 users);**
  - b. Microsoft Online Services – annual, currently £112.80 plus VAT (two users)**
  - c. Adobe Pro DC – monthly, currently £12.64 plus VAT (one user)**

## Multipay fees and charges



<b>Credit Limit</b>	Application to Unity Trust Bank
<b>Set up fee (one-off)</b>	£50
<b>Cash advance fee</b>	2.5% of transaction Minimum fee £2.50 Minimum withdrawal £50
<b>Overseas transaction fee</b>	2.75% of transaction
<b>Duplicate statement</b>	£10
<b>Copy Sales Purchase Voucher</b>	£10
<b>Default charge</b>	2% of outstanding balance Minimum £10
<b>Returned payment fee</b>	£30.00
<b>Balance</b>	Full balance paid off at the end of each month
<b>Urgent card request</b>	£25 (excluding delivery)
<b>Emergency card replacement</b>	£120 (including delivery)
<b>Statements</b>	Online and/or Paper
<b>Print statements</b>	Via online account management tool
<b>Account management</b>	Online or telephone Lloyds Bank customer services
<b>Amend individual card limits (not exceeding company limit)</b>	Online (by Programme Administrator)
<b>Amend overall company limit</b>	Application to Unity Trust Bank
<b>Change address and personal details</b>	Online or telephone Lloyds Bank customer services
<b>Extract transaction data</b>	Via online account management tool
<b>Monthly fee (per card)</b>	£3 per month



# General Terms & Conditions

Our terms and conditions for business customers

Effective from 24 June 2021

Bank with us. Bank on us.

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# 1 Our agreement with you

**This document contains the main terms and conditions governing your relationship with us, and for all Unity Trust Bank business accounts, related products and services, including overdrafts and savings.**

In some cases, other terms and conditions may also apply to the products and services you use. We call these 'Additional Terms and Conditions'. These may include things like maximum and minimum balances you have to keep on your account, applicable interest rates and other terms which may apply. Any Additional Terms and Conditions applicable to your account or product will always take priority over these General Terms and Conditions, if there's ever a conflict.

## **Our agreement with you is made up of:**

- these General Terms and Conditions;
- any Additional Terms and Conditions you may be given for each product you take out with us;
- the application form you have signed for the product(s) you apply for;
- our Standard Service Tariff of account charges.

Together, each of these will form a separate agreement between you and us for each account, product or service you have with us, and are what we mean when we refer to 'this agreement' or 'the agreement'.

By '**you**' or '**your**', we mean the customer we have agreed to provide the product or service to, which includes everyone or every organisation or business named on your account, together and individually. You'll be bound by anything done by anyone you've authorised to access or use any account for you.

By '**us**', '**we**' or '**our**', we mean Unity Trust Bank plc, or any another company that we transfer the agreement or our rights and obligations to.

This agreement replaces any terms and conditions or other agreements that may have applied to your account, product or service.

**You can ask for a copy of these General Terms and Conditions at any time.**

**They are also available at [unity.co.uk/terms-and-conditions](https://unity.co.uk/terms-and-conditions)**

## **General terms**

- 1.1 This agreement is personal to you. If you are not an incorporated business or association, and your business consists of two or more persons, this agreement applies to each of you individually as well as together.
- 1.2 You can't transfer your accounts or any of your rights or obligations under this agreement to anyone else.
- 1.3 We can transfer all or any of our rights in relation to your accounts and this agreement. We can also transfer any of our obligations but only to someone we consider capable of performing them.
- 1.4 You should follow all the relevant rules, regulations and guidelines that apply to your business or organisation in relation to your use of the accounts and services that we provide to you.

- 1.5 You are responsible for meeting your own tax responsibilities, and you should ensure that you comply with all tax declarations and reporting obligations relating to your account in the UK and elsewhere, (some countries tax laws apply even if you don't have a business there). Unity Trust Bank does not provide tax advice.
- 1.6 We may not always enforce our rights under this agreement, for example we may allow you more time to pay us money you may owe us. If we choose not to enforce our rights when we could do, we may enforce them later.
- 1.7 If any part of this agreement is unenforceable, unlawful or void in any relevant jurisdiction, then that part shall be separated from the rest of the agreement. The remainder of the agreement will continue to be valid and enforceable.
- 1.8 No third parties will have the right to enforce this agreement.
- 1.9 Nothing in this agreement will constitute a partnership between you and us.
- 1.10 This agreement is governed by the law of England and Wales and the same law will apply to establishing our relationship. You and we both agree that the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this agreement.
- 1.11 These General Terms and Conditions are available only in English and all communications from us will be in English. We will only accept communications and instructions from you in English.

## Authority to operate your account

- 1.12 When you take out a product or service from us, we'll ask you who's authorised to deal with us and the extent of their authority. You must let us know if this changes.

- 1.13 If you authorise anyone else to operate your accounts for you, we'll deal with that person as if they were you for the purposes of this agreement.
- 1.14 The authorised person must keep to this agreement as if they were you. If they break this agreement or use the accounts or services in a way that's against the law, you will be responsible for any claims, losses, damages or costs to us, as a result.
- 1.15 If there's a dispute between you and the authorised person because of their use of your account, you can't involve us unless it was our fault. It's therefore important that you choose authorised persons carefully, and let us know as soon as there are any changes.

## How these terms apply to different types of customers

- 1.16 The Payment Services Regulations 2017 and other rules require us to treat small business and small charity customers in the same way as personal banking customers. However, we can agree different terms with larger corporate business customers, which enables us to dis-apply the application of certain provisions of the Payment Services Regulations 2017. This is called the "Corporate Opt Out". Where relevant, we make clear in these General Terms and Conditions which terms apply to which customers, and where we have applied the Corporate Opt Out.
- 1.17 If you become a Large Corporate Business Customer, then by continuing to use the account or service you agree to the terms that apply to such customers. If you become a Small Business Customer or Small Charity, then the terms applying to those customers will apply to you. You must tell us as soon as you become aware that you stop meeting the criteria to be a Small Business Customer or Small Charity.

## 2 Keeping you informed and contacting each other

### It's important that you keep your contact details up-to-date so we can keep you informed.

- 2.1 We can contact you and provide you with notices in the following ways:
- Internet Banking, and any new forms of electronic communication we may introduce following technological developments
  - Email
  - Phone (mobile or landline), including SMS (texts)
  - Video call
  - In person at one of our offices; or
  - Post.
- 2.2 We'll contact you or a person you've authorised us to contact, using the details you most recently gave us, so you must let us know as soon as possible if the contact details for you or any authorised person change. If you don't, you might not get information or notices from us and we won't be responsible for this. You also need to tell us if anyone else has a right to money in your account – for example, if you are operating an account as a client account.
- 2.3 If you have told us how you would prefer us to contact you, we'll contact you using that preferred method if we can, but we may not always be able to do this – for example, sometimes the law may require us to send you something by post.
- 2.4 If we need to contact you urgently for important service or operational reasons, for example where we suspect fraud on your account, we'll use the fastest and most secure way of contacting you. You'll also be asked to verify your identity for security purposes.

### Statements we'll give you to keep you informed about your account

- 2.5 Information about payments into and out of your account will be available to you through Internet Banking.
- 2.6 How often we'll give you statements relating to transactions on your account will depend on what type of customer you are.
- If you're a Small Business Customer or Small Charity:**
- 2.7 We'll give you monthly statements if there's been a payment into or out of your account since the last statement we gave you. You can choose to receive your statements either by post or online. Where statements are available online, we will upload them so that you can view them via Internet Banking and let you know by email or SMS that they are there. We won't change them and you'll be able to download and print them.
- If you're a Large Corporate Business Customer:**
- 2.8 We'll agree with you how often we'll provide statements. You can ask us for a copy of your statements at any time.
- 2.9 We may charge you for the cost of sending you statements. The charges applicable will be set out in our Standard Service Tariff.
- 2.10 If you have a restricted access account (an account where you can't make day-to-day payments or has other payment restrictions), we'll provide you with an annual statement, or more regularly if requested.
- 2.11 If you require a copy statement, we will send this but there is a charge, which is set out in our Standard Service Tariff, available on our website.



- 2.12 We reserve the right to amend the frequency of statements for accounts which we deem to be inactive or dormant. Where this is so, we will issue a statement not less than once each year.
- 2.13 You should check all bank statements and other documentation sent by us carefully and let us know as soon as possible if there any unusual or incorrect transactions on your account.
- 2.14 For accounts operated by more than one person, we'll send information about the account to your chosen authorised person. If you haven't provided an authorised person then we'll send this information to the address or email address of the first person named on our records (unless there's a legal reason we have to send it to both or all of the account holders). The person we contact is responsible for sharing the information we send with the rest of the account holders.

## Using Secure Messaging

- 2.15 You may send us, and we may send you, Secure Messages through our Internet Banking service.
- 2.16 To access Secure Messaging, you will need to log into Internet Banking using your personalised security details. We will tell you how and when you can use Secure Messaging to contact us via the instructions detailed within Internet Banking.
- 2.17 If you send us a Secure Message, we will aim to deal with it promptly. Please be aware that once you have submitted a Secure Message detailing a request, you may not be able to cancel the request before we have processed it.

2.18 Secure Messages should not be used:

- to process instructions or make requests which can be made via Internet Banking;
- to send a payment instruction;
- if you require our immediate attention;
- to report the loss or theft of cheques and/or payment cards.

2.19 Secure Messaging is a one-to-one service and is personal to your organisation. We may send you Secure Messages concerning your accounts, products and services you have with us, and any other service matter.

## How to contact us

You can contact us by any of the methods shown in the table below.

	From all locations
Lost or stolen Security Details	By freephone <b>0808 196 8420</b>
Other queries	By telephone: <b>0345 140 1000</b> Monday to Friday 8.30am-5pm with the exception of Thursday which will be open 9.30am-5pm
Email	us@unity.co.uk
Website	unity.co.uk
By post	PO Box 7193, Planetary Road, Willenhall, WV1 9DG
Secure Message	Via our Internet Banking service

# 3 Changes to this agreement

We may want or need to make changes to this agreement, such as changes to charges, interest and exchange rates, or the terms of our agreement.

- 3.1 We may need to make changes to your agreement with us because we develop our services, our business changes or things happen which are outside of our control. We can't predict everything that may affect our business, so there may be other reasons for making a change. We'll only make changes if it's reasonable for us to pass the impact of the change on to you.
- 3.2 We'll never change any terms that we've said are fixed (e.g. fixed interest rates on some accounts) before the fixed period ends.
- 3.3 Your account fees may also change in line with our Standard Service Tariff of account charges, depending on the level of your business' turnover per annum. If your interest rate is tiered (for example there are different interest rates which apply depending on the level of funds or the length of time the deposit is held in your account), your interest rate will change in accordance with the tiers applicable to your product.
- 3.4 If any exchange rate we apply or interest rate we charge you or pay you is set by referring to a publicly-available reference rate, such as the Bank of England Base Rate (a tracker rate), the interest rate will change in accordance with changes to that reference rate. Any changes to interest rates will apply within one working day of any change to the reference rate.
- 3.5 Any changes to exchange rates will take effect immediately. We will tell you the exchange rate applicable at the time the currency conversion is carried out. You can contact us to find out the current exchange rates at any time.

You can contact us to find out the interest rate(s) applicable to your account at any time by calling our Customer Service Centre on 0345 140 1000.

## Types of interest rate

- **A fixed rate** is one we won't change before the fixed period ends.
- **A tracker rate** is set by reference to a publicly-available reference rate and will change in accordance with changes in the reference rate.
- **A managed rate** is one we set and can change at our discretion.

Additional Terms and Conditions, if any, will tell you what type of interest rate applies to your product or account.

## Notice of changes

- 3.6 The periods of notice we will give when we make changes to this agreement will depend on the type of change we are making and the type of account you have. The table below sets out the different notice periods.
- 3.7 When we give you notice, we will send this electronically or by post, sometimes we'll include this with your statements. When we give you a personal notice about a change we'll also tell you the date the change will take place.
- 3.8 If there's a change that we don't have to tell you about in advance, we will give notice of the change on our website within three working days of the change. We may also advertise it in the press.

## What happens if you don't want to accept the change?

- 3.9 If you don't want to accept the change and want to end this agreement and close your account, you must tell us before that change takes place, or for restricted access accounts:
- within the next 30 days from the date of notification where the change is a disadvantageous change to the interest rate; or
  - within the next 60 days from the date of notification for all other changes.
- 3.10 If you close or switch your account for this reason, we won't charge you and you'll continue to earn interest until the date your account closes. You'll have to pay back any money you have borrowed from us under any overdraft before the account is closed.
- 3.11 If we give you notice and if you don't tell us you want to close your account or end the service, then we'll treat you as having accepted the change at the end of the notice period.

## Notice periods for changes we have to tell you about

- 3.12 We have to give different amounts of notice depending on the type of change and the account or service you have, including whether the account is a restricted access account (an account where you can't make day-to-day payments or has other payment restrictions).

Type of change	Notice before the change takes effect			Notice after the change takes effect
	At least two months	At least 30 days	At least 14 days	
<b>Current accounts and savings accounts which do not have restricted access:</b>				
<ul style="list-style-type: none"> <li>Reducing interest rates we pay you (including reducing the margin above or below a reference rate).</li> <li>Changing or introducing fees and charges for standard account and additional payment services.</li> <li>Changing any other terms of this agreement.</li> </ul>	✓			
<ul style="list-style-type: none"> <li>Increasing interest rates we pay you (including increasing the margin above or below a reference rate).</li> </ul>				✓
<b>Savings accounts with restricted access:</b>				
<ul style="list-style-type: none"> <li>Reducing interest rates we pay you (including reducing the margin above or below a reference rate), if your balance is £100 or more.</li> </ul>			✓	
<ul style="list-style-type: none"> <li>Increasing interest rates we pay you (including reducing the margin above or below a reference rate), if your balance is below £100.</li> </ul>				✓
<ul style="list-style-type: none"> <li>Making changes to terms of this agreement or changing or introducing fees and charges which relate to the way in which you can make or receive payment transactions on your account.</li> </ul>	✓			
<ul style="list-style-type: none"> <li>Changing any other terms or fees and charges in a way which would be disadvantageous to you.</li> </ul>		✓		
<ul style="list-style-type: none"> <li>Changing any other terms or fees and charges in a way which would be advantageous to you.</li> </ul>				✓

# 4 Interest rates and charges

## Interest we pay

- 4.1 If you have an interest-bearing account, we'll pay interest on the credit balance. We'll work out the interest we need to pay you at the end of each day. This is based on a 365-day year (or a 366-day year in a leap year). We'll tell you in the Additional Terms and Conditions if we work out interest differently on a particular product.
- 4.2 We'll normally pay any interest earned into the account on which the interest is payable, but sometimes you can ask us to pay interest into a different account.
- 4.3 Unless the law tells us we can pay interest without deducting tax, we'll normally deduct tax at the appropriate rate before we pay interest to you. We will only pay interest without deducting tax if you ask us to and if you have completed all the right documents. You are responsible for ensuring that you pay the relevant tax authorities any tax liabilities that are due for interest earned on your account.
- 4.4 Some of our accounts and services may have notice periods for withdrawing money from the account. These will be set out in the Additional Terms and Conditions. If you withdraw money from an account that is subject to a notice period, without giving the relevant notice, you may do so, subject to the loss of interest for the relevant notice period.

## When we pay interest

Type of payment received	When we start calculating interest
Cash	Same day that we receive the payment
Electronic Payments	
Sterling cheque paid in at a branch	On the second working day after we receive the cheque
Foreign cheques drawn on a non UK bank	Collection: Up to 8 weeks Negotiation: Within 10 Working Days (See section 7 regarding foreign cheques for what we mean by 'Collection' and 'Negotiation'.)

Interest rates can be fixed or variable. Fixed rates won't change for an agreed period and variable rates will go up or down either to track a reference rate such as Bank of England base rate or because we've set a rate we set which we can change.

## Charges

- 4.5 We'll charge you the fees set out in our Standard Service Tariff, (provided to you when you opened your account, and available on our website), unless we've agreed different charges with you.
- 4.6 We may also charge for services which aren't set out in Standard Service Tariff but we'll always tell you how much they'll be and check you're happy to pay them before we provide the service.
- 4.7 We can take charges from your account either when we provide the service, or we'll send you pre-notifications of fees or overdraft interest rates that are to be deducted from your account at least 14 days before we deduct them at the end of your charging period.

# 5 Keeping your account secure

**We'll do all that we reasonably can to keep your account safe and secure, but it's important that you help us.**

## Protecting your account information

- 5.1 You and any authorised users of your account, must take reasonable steps to keep your account information and payment devices secure. This means keeping the security details you use to access your accounts and make payments (such as your PINs, passwords and security codes) safe.

### What are my 'security details'?

This is the information, personal to you, which you use to access your account and make payments, so we know we are dealing with you. We might not use all of these presently, but they can include:

- Passwords, PINs, security codes and memorable data.
- Biometric data (such as a fingerprint or voice ID).
- The codes and passwords and memorable data you set up with us for telephone or Internet Banking.

- 5.2 You should also take reasonable care of your account. In particular you should check bank statements, invoices and communications within a reasonable time after receiving them.
- 5.3 It's your responsibility to keep your security details and payment devices safe, and keep us up to date if you notice that something doesn't seem right.

## How do we know we are dealing with you?

- 5.4 We'll need to check that we are dealing with you whenever you use or access your account. We'll use different ways to check your identity depending on how you are instructing us.
- 5.5 We might require evidence of identity, a signature of an authorised signatory, require the use of payment device or rely on the use of your security details.
- 5.6 If your security details are used we'll assume we are dealing with you or an authorised user and will treat the instruction as if you have authorised it. This is why it's important to keep your security details and payment devices safe.
- 5.7 Usually when you call us we will need to identify you, depending on what you want to talk to us about. We'll do this by asking for certain information (such as answers to questions) known only to you.

## What are reasonable steps to keep my information secure?

- Following instructions we give you which we reasonably consider are needed to protect your accounts.
- Not calling us if you think your conversation will be overheard or intercepted.
- Being careful not to share your security details with anyone.
- Not writing down your security details in a way that people can easily understand and remember to change them regularly.

More information and guidance on the steps you should take to keep your information safe is available on our website at [unity.co.uk/security](https://unity.co.uk/security)

## If you think your security has been compromised

- 5.8 You must tell us as soon as you can if you think your account security might have been compromised. This includes when:
  - someone else has accessed, has tried or is able to access or use your account, payment device or security details;
  - someone else has made a payment from your account which you did not authorise;
  - a cheque, payment device or your security details have been lost or stolen.

- 5.9 We'll ask for information from we need from you to help us. We may pass this information to the police if we think we should.
- 5.10 We can temporarily suspend or cancel access to your account or a service to prevent anyone misusing your money and to protect you and us from unauthorised use.
- 5.11 You must not use your security details, a payment device or a cheque after you have reported it as being lost or stolen, or if you think someone else has or has tried to use it.
- 5.12 If we think that any of your security details, such as PINs, may have been compromised, we may send you a replacement to help keep your account secure.
- 5.13 If you authorise a payment and none of your details have been compromised, we will assume it was a payment you wanted to make.

## Writing cheques

- 5.14 You should write cheques so that they are not easy to alter. You must not post-date cheques, because we can still pay them even if they are post-dated. This might mean you don't have enough in your account to cover the cheque payment.
- 5.15 You must not pre-sign blank cheques.
- 5.16 You should always ask us to cancel the original cheque before you write a replacement cheque for the same payment.

## Stay safe and secure

Nobody from Unity Trust Bank will ever call to ask you for a full PIN or passcode. We'll never call to ask you to transfer your money into an entirely new account. If you are in doubt, call us to check. But always use a different phone line if you have just had a suspect call, because fraudsters can keep the original line open and use it to gather your details.

**If you think someone else could have unauthorised access to your account, call us right away:**

Telephone **freephone 0808 196 8420**



## 6 Making payments out of your account

**You can access and withdraw your money in different ways. We charge for some payment types. Full details of all our charges can be found in our Standard Service Tariff.**

- 6.1 You can withdraw money from your account in the following ways:
- electronic payment transfers, using payment schemes such as Faster Payments and CHAPS;
  - using a Direct Debit scheme;
  - Standing Orders;
  - at your nominated third party bank branch;
  - by cheque;
  - giving us instructions via a third party such as a payment initiation service provider.

### Giving us instructions to make a payment

- 6.2 You provide your consent for a payment to be authorised when you follow the procedures required for the payment type you are making. This will include:
- logging into Internet Banking using your security details you have set up with us (passcode, password) and completing a payment in the way we ask you to;
  - providing your account details to someone (online, by telephone, in writing) in order to make a payment or to authorise future payments in a way requested by them;
  - completing a Direct Debit form;
  - following the payment instructions of an authorised third party provider you have asked to submit a payment instruction for you;
  - writing a cheque.

- 6.3 You'll need to give us the details of the account you wish to pay. For payments to accounts in the UK, that's the account number and sort code, and any other information we ask for, such as the name of the account holder, to check it matches the account details you have given us. We need additional information for making payments outside the UK, please see the section on international payments below.
- 6.4 You'll also need to tell us whether we should make the payment immediately or at some time in the future. If you ask us to make a payment on a future date, we'll make it on that date. If the payment falls on a non-working day, we will make payment on the next working day.
- 6.5 We don't have to pay cheques if someone pays them in more than 6 months after you've written them, but we may do this, no matter how long it is since you wrote the cheque.

### What is a working day?

Our working days are Monday to Friday except public holidays.

### Bulk Faster Payments

- 6.6 To make multiple payments out of your account using our Bulk Faster Payments service via Internet Banking, you must follow the procedures for uploading a file containing the details of the multiple payments you wish to make, in accordance with the guidance we make available on our website.
- 6.7 You provide your consent for all of the multiple payments contained in the file to be authorised by uploading the file and providing the security information we ask for to complete making the multiple payments.

## Instructions on an account operated by more than person

- 6.8 Unless we have agreed with you otherwise (such as via a mandate), anyone or any authorised users named on your account can give us instructions and operate your account, this includes authorising payment transactions, withdrawing money, changing your contact preferences and applying for new products and services. Therefore, we won't normally ask for both or all of you to give us instructions jointly. Any instruction given by one of you will commit the rest of you.
- 6.9 If we have been made aware of a dispute between you, we may require you to give us instructions jointly, so that you have all consented to what you are asking us to do. We may also suspend your use of Telephone and Internet Banking and payment services, to prevent one person committing the rest of you.
- 6.10 We may refuse to accept instructions from authorised users, and may remove them from your account, if we reasonably believe a regulatory requirements means we have to.

### Checking your instructions

To keep your money safe, and to avoid mistakes, we'll only follow instructions if we think they are complete, clear, and come from you (or a third party you have properly authorised to give instructions on your behalf). We'll take steps to check this before we do anything.

**It's up to you to check the details are correct before asking us to make a payment, as we'll make it using only these details.**

## How do we work out if there's enough money in your account?

- 6.11 When you instruct us to make a payment we will check you have enough money in your account to cover it. We will look at the balance of your account, any arranged overdraft you have with us, cheques which have been paid in and are available to use, and the total amount of payments you already asked us to make from the account that have not yet been paid.
- 6.12 If there's enough money, we'll make the payment. Except where we have agreed with you that we will use a specific payment system (such as where you have requested a CHAPs payment), we will send your payments through the payment system we normally use for that type of payment.
- 6.13 If there isn't enough money, or we reasonably believe that there won't be enough on the payment date, we won't be able to make the payment (unless the payment is one we've guaranteed to make). Any payments that we can't make will be returned unpaid, and we may still charge where there is a charge for making that payment type.
- 6.14 Even if you don't have enough money in your account to make the payment, or you don't have an arranged overdraft, we may provide you with an unarranged overdraft to cover the payment.
- 6.15 If you try and make two or more payments on the same day and you don't have enough money to make all of them (including with any unarranged overdraft we give you), we will decide which payments to make, but please remember we won't know which of the payments is most important to you.

## Limits on the number or value of payments you can make

- 6.16 We may apply financial and other limits to your instructions. An example might be a limit on how much cash you can withdraw over a counter in a single day. If there are withdrawal limits on your particular type of account, these will be set out in the Additional Terms and Conditions.
- 6.17 We may also apply limits, to certain types of payment. We will tell you what these are at the time you make a payment or withdrawal.

## When will we action your instructions?

- 6.18 Provided that we receive your instruction before the cut-off time for giving payment instructions for that day, we'll action your instruction to make a payment on the same working day we receive it (or the date you ask us if this is in the future). We'll process any payment instructions received after the relevant cut-off time, on the next working day.
- 6.19 If we receive your payment instruction on a public holiday or at the weekend, we'll usually process your instruction on the next working day.

### Payment cut-off times

Different types of payment instructions (including those in different currencies) have different cut-off times. You can find out the cut-off times on our website at [unity.co.uk/running-your-business-account](https://unity.co.uk/running-your-business-account) or asking us on the phone.

## When will the payment reach the recipient's bank?

- 6.20 For UK payments made electronically (payments within the UK made entirely in sterling) the payment will reach the recipient's bank no later than the end of the next working day, and usually sooner, such as for Faster Payments, though standard BACS payments can take 3 working days.
- 6.21 For domestic payment instructions given on paper (excluding some cheques) it will be no later than 3 working days after we have processed your payment instruction.

## External payment systems

- 6.22 Sometimes we'll need to send a payment using an external payment system, and we'll decide when to do this. If necessary, we may need to get you registered on that system first, so you agree that:
  - 6.23 we can register you on any external payment system (which may include allocating you a user number);
  - 6.24 you will comply with the requirements of the system that we notify you about;
  - 6.25 you will get and maintain any licences or authorisations needed for either of us to use the system.

## Cancelling or changing a payment instruction

- 6.26 You can't cancel or change a payment you've asked us to make immediately.
- 6.27 For regular or future payments, including Direct Debits and Standing Orders, you can cancel or change a payment up to the end of the working day before the date the payment is due to be made. You can do this through Internet Banking or by phone. Payments can't be stopped after

they've been processed. You should also tell the organisation that collects the payment, so they can cancel it too.

- 6.28 To stop a cheque, you must ask us to cancel the cheque that you have written before it has been presented for payment by the beneficiary to their bank. However we will charge a fee for this in accordance with our Standard Service Tariff.

## Making international payments from your account

- 6.29 All international payments and transactions are undertaken for us by third party agents, and the type of foreign service will determine which agent we use.

6.30 By international payments, we mean:

- payments in a currency other than sterling (including where there has been a currency conversion at some point), or
- payments in any currency to or from an account that is not based in the UK.

- 6.31 International payments you ask us to make will be processed via a third party. They usually have to be sent through other banks. In order to make international payments, you will need to provide the SWIFTBIC and IBAN codes of the account you're sending money to. You can get these from the person you are sending the payment to.

- 6.32 We may need to include your name, address and other information within the payment instruction, to comply with the local laws of the country you are sending the payment to. You agree to us doing this by asking us to make an international payment for you.

6.33 The maximum time it will take for a properly authorised payment to reach the payee will be:

- up to 10 working days for foreign draft payments;
- for payments in Euro and Sterling to countries within the EEA, the payment will reach the other bank no later than the next working day after we received your payment instruction;
- for payments in any other currency to countries within the EEA, the payment will reach the other bank no later than the fourth working day after we received your payment instructions;
- for non-EEA overseas transfers of funds the transfer times will depend upon the destination country of the payment, but it will take no more than 10 working days.

6.34 In some countries, agents' charges, particularly in relation to low value transfers, can be considerable. If, after processing your request, your transaction is subject to additional charges over which we have no control, we will pass these charges on to you as soon as they become known to us. We will notify you in writing if this is the case. The payee receiving the payment will be responsible for any agent's charges for their bank or payment services provider.

# 7 Payments into your account

There may be limits on the amount you can pay into your account. We will let you know if limits apply at the time you request a service.

## Paying cash into your account

7.1 When we receive cash depends on how you pay it in.

How cash is paid in	Received by us	Ready to withdraw once received by us
Cash paid in over a bank's counter	Up to 4 working days after the cash was paid in.	Immediately, if you are a <b>Small Business Customer or Small Charity</b> .
		By the end of the next working day, if you are a <b>Large Corporate Business Customer</b> .
Post Office® cash account card	Up to 2 working days after the cash was paid in.	Immediately, if you are a <b>Small Business Customer or Small Charity</b> .
		By the end of the next working day, if you are a <b>Large Corporate Business Customer</b> .

**Cash should never be sent to us, for paying in, by post.**

## Electronic payments into your account

7.2 Where the payment is in sterling, we will credit the money to your account immediately as soon as we receive it and those payments will appear in your account, on the same day, as long as they are received before 3pm.

Type of payment	Received by us	Ready to withdraw
CHAPS, Faster Payments & International Payments <b>Before 3pm</b> <b>After 3pm</b>	Same working day	Immediately
	Next working day	Immediately
Automated BACS	Same working day	Immediately

### Payment cut-off times

Different cut-off times may apply to different types of payment made into your account (including those in different currencies). You can find out the cut-off times on our website at [unity.co.uk](https://www.unity.co.uk) or asking us on the phone.

## International electronic payments into your account

- 7.3 Where an electronic payment is made into your account in Euros, we'll credit the money to your account immediately after we've converted it into the currency of your account, and the money will be available for you to use immediately.
- 7.4 For all other international electronic payments, different timescales will apply. Please ask us when the money will be available for you to use.
- 7.5 We'll convert payments received in a different currency to your account, into the currency of your account using an exchange rate made up of a reference exchange rate (which changes to reflect currency market movements). We may add a margin to this.
- 7.6 You can ask us for an indication of the exchange rate at any time, but as it changes to reflect currency market movements, we won't be able to tell you the actual exchange rate until we receive the payment. You can find our current exchange rate by calling us.

## Payment of cheques in sterling from a UK bank account

- 7.7 Money paid into your account by cheque needs to go through the cheque clearing process. If the cheque is received before 3pm, the process starts on the working day we received the cheque. Otherwise, we'll start processing it on the next working day.

### Checking your instructions

We recommend that you retain copies of all cheques paid in, in the event of a query. We have no control over the processes within your nominated branch of your bank, which may affect these timescales.

- 7.8 Where you use the services of other banks or Post Office® branches in the UK, we will charge for these services in line with our Standard Service Tariff, available on our website.
- 7.9 For cheques payable in sterling and drawn on a bank in the UK, Channel Islands, Isle of Man or Gibraltar, the following timescales apply:

Type of payment	Received by us and ready to withdraw
Posted Cheques	Three working days after cheque is received.
Cheques paid into account over a bank's counter	Up to four working days after cheque / cash has been paid in.
Cheques paid in via image clearing (some bank counters)	
Before 3pm	One working day after the cheque has been paid in / received.
After 3pm	Two working days after the cheque has been paid in / received.
Foreign cheques	Collection: Up to 8 weeks Negotiation: Within 10 working days  (See the section on foreign cheques below for what we mean by 'Collection' and 'Negotiation')

## Clearing Cheques

- 7.10 You may be able to draw against this credit, although you should remember that the issuing bank can still return the cheque unpaid and tell us to debit your account with us. If this happens and you have drawn against the cheque, then your account may become overdrawn and you will be charged debit interest. However, by the sixth working day after receiving it, you can now be sure that the cheque is cleared and that the money is yours as we will not deduct the amount of the cheque from your balance unless you give your consent or unless it is found to be fraudulent or you are a knowing party to the fraud.
- 7.11 If you pay a cheque into your account and it is returned unpaid, the amount will be deducted from your account. We will tell you when this has happened. You may be charged for this service.

## Foreign cheques

- 7.12 We can't always process a cheque that is in a foreign currency, or is drawn on a bank outside the UK. We can't always accept the cheque if it's drawn on a non-UK bank.
- 7.13 If the cheque is in Euro or US dollars and drawn on a UK bank, we'll attempt to obtain payment by putting the cheque into the Euro or US dollar clearing system.
- 7.14 If the cheque is drawn on a non-UK bank, you must sign the cheque on the back using the same name as on the front of the cheque.
- 7.15 If you receive a cheque in a different currency or it is drawn on a bank outside the UK, it could be cleared in one of two ways: **'Collecting'** or **'Negotiating'**.
- 7.16 We will send the cheque on a collection basis, unless you specifically request us to negotiate the cheque.

- 7.17 If we negotiate the cheque, the other bank may later return it (for example, because it's returned unpaid) or ask for the money to be returned. We'll then take the money from your account again. The amount we send back is likely to be different from the amount we paid in (and may be more than we paid in). This will happen if the exchange rate has changed or if we deducted charges for the costs we incurred in trying to get the money for you.
- 7.18 We will convert foreign currency cheques using a using an exchange rate made up of a reference exchange rate (which changes to reflect currency market movements). We may add a margin to this.
- 7.19 Where we process a foreign currency cheque for you, you'll be responsible for our charges and costs and the charges of any foreign bank or agent we use to collect the payment. We'll take these from the account you told us to pay the cheque into.

### What is 'Collecting'?

We'll send the foreign currency cheque to the paying bank and we will have to wait for payment from the paying bank. We'll pay the cheque amount into your account when we receive payment from the paying bank, after we have converted it into the currency of your account. The time the collection process takes depends on the paying bank and or country it's based in. You can ask for details.

### What is 'Negotiating'?

We assume the foreign currency cheque will clear and we pay the cheque amount into your account on the working day after we receive it (converted into the currency of your account).

# 8 Internet Banking

- 8.1 To use Unity Trust Bank's Internet Banking services, you will need to register a telephone number and have this phone available whilst logged in to Internet Banking.
- 8.2 When registering for the use of the Internet Banking service, each person authorised by you to use the service will be issued with a unique user name and password. Access to the Internet Banking service will be dependent upon the use of the user name, password and pin.
- 8.3 Internet Banking lets you and/or your authorised users manage your accounts with us online, for example:
- view your accounts;
  - access and change information;
  - make payments from your accounts; and
  - authorise other people to do the above on your behalf.

Some features of Internet Banking may not be available on all computers, mobile devices or operating systems.

## Acting on your instructions

- 8.4 You authorise us to act on all instructions received via the Internet Banking service in respect of your account (as long as the relevant procedure for authorising a transaction or instruction, as set out in this agreement, has been followed), and to debit your account with the amount of all transactions initiated through the Internet Banking service.

## Things you and your authorised users must not do

- 8.5 It is your responsibility to ensure you and your authorised users use the Internet Banking service in an appropriate way. You must ensure you and your authorised users don't:
- use it for anything illegal or inconsistent with these General Terms and Conditions;
  - try to copy, reproduce, modify or tamper with it in any way;
  - use it on a device or computer which contains or is vulnerable to viruses or other damaging properties or which does not have up to date anti-virus, antispyware software, firewall and security patches installed on it;
  - use it in a way that could damage or affect our systems or security, or stop it from working on our systems, interfere with other users, or restrict or inhibit anyone else's use of Internet Banking (including when uploading files to make Bulk Faster Payments);
  - collect any information or data from us or our systems or try to decipher any transmissions to or from the servers running any of the functions provided by the Internet Banking service.

## What's our liability to you?

- 8.6 We'll use reasonable skill and care to protect the integrity and security of our Internet Banking service, by incorporating security features to ensure doesn't contain viruses or anything else that could cause damage. We won't be responsible to you for loss or damage to your device or software for reasons beyond our reasonable control.



8.7 We also won't be responsible:

- for any equipment, software or user documentation which someone other than us produces for use with Internet Banking;
- for any service you or your authorised users use to access Internet Banking or which is accessed through Internet Banking which we don't control;
- if you or your authorised users can't access Internet Banking; or
- if you or your authorised users use Internet Banking outside the UK, we won't be liable to you or them if this doesn't comply with any local laws.

## Updates and availability

8.8 You can usually use Internet Banking at any time, but sometimes we may need to make updates, changes and improvements which may mean some of the features may be slower than normal or some or all of the services will be temporarily unavailable. We may also need to do this for security, legal or regulatory reasons, or due to unusual events beyond our reasonable control. We won't be liable to you for the Internet Banking service being unavailable in these circumstances, because you will still be able to give us instructions and access your account through other channels.

8.9 We may make changes to the Internet Banking service from time to time (such as introducing new features or making updates). Upgrades and changes to Internet Banking might also mean you and your authorised users will have to update their browser or other software, or you may need to agree to new terms, to keep using Internet Banking.

8.10 Should Internet Banking be temporarily unavailable, for example to carry out routine maintenance or repair a system failure, wherever possible, and whenever we have prior knowledge, we will try to inform you. This may include notifying you on our website.

8.11 We can restrict or withdraw access to Internet Banking for any of the reasons set out in section 9.6 of this agreement.

## If something changes

8.12 You must tell us immediately if any authorised user ceases to be so authorised. You can tell us by telephone immediately to be confirmed in writing, signed in accordance with your mandate with us. You must not permit any user ID or password to be passed from any authorised user who is to cease being so authorised, to any individual who is to become a new authorised user.

8.13 You must tell us of any new or additional persons to be authorised to use the Internet Banking service by sending an Internet Banking service application form, signed in accordance with your mandate with us.

8.14 These authorised users will lodge personal security information with us which, together with a confidential password, will enable them to access the service.

8.15 You may terminate your use of the Internet Banking service by advising us in writing.

8.16 Signed in accordance with your mandate. The termination will not be effective until we have actioned and confirmed your instruction.

8.17 All completed authorised transactions made by an authorised user up to and including the day on which the Internet Banking service terminates shall be effected by us.

## Staying secure in Internet Banking and other electronic services

- 8.18 We'll do all we reasonably can to prevent unauthorised access to your accounts through Internet Banking.
- 8.19 An authorised user must not allow anyone else to access or use his/her unique user name, password or pin (other than an authorised third party provider).
- 8.20 If any authorised user(s) suspect(s) that someone else knows their security details, or, if they discover any breach in the use of the Internet Banking service, they must notify us immediately or you may be liable for any unauthorised transactions.

**You can find more guidance on preventing misuse of your accounts through Internet Banking and on our website [unity.co.uk/security](https://unity.co.uk/security)**

## 9 When we can refuse instructions or suspend access to services

**There may be times when we can delay or refuse to act on your instructions to make a payment, or accept payments into your account.**

- 9.1 We won't be able make a payment from your account if:
- your instruction isn't clear or does not contain all the information we need, or we reasonably believe it didn't come from you;
  - you don't have enough money in your account to cover the payment (including any arranged overdraft) and we don't agree to provide you with an unarranged overdraft;
  - the type of payment you are trying to make is not available to us or we have withdrawn it;
  - you've not provided any extra identification or information about the payment that we've reasonably asked for;
  - the payment exceeds a limit that we tell you, or that you've set (where applicable), when you make the payment;
  - you've asked us to send a payment via a method which the recipient's bank doesn't accept.
- 9.2 We won't make a payment where we reasonably believe:
- there has been a breach of security or misuse of your account, security details or a payment device;
  - in carrying out the instruction or accepting a payment we might break a law, regulation, code or other duty that applies to us, or it might expose us to claims from third parties or damage our reputation;
  - that following the instruction or accepting a payment might expose us to legal action or censure from any government, regulator or law enforcement agency;
  - that a payment into or out of an account is connected to fraud or any other criminal activity;

- 9.3 We won't be responsible for any loss to you if we refuse to make or accept a payment in these circumstances.
- 9.4 In most cases you'll know when we've refused to make a payment at the time you give us your instructions. For other types of payment, e.g. standing orders, we'll usually tell you if we can (for example, by calling you or sending a Secure Message on Internet Banking).
- 9.5 If you'd like to know why we didn't follow your instructions you call us and we'll explain, unless we're prevented from doing so because there's a legal or security reason which means we can't tell you. If you also request written confirmation by letter then we may charge you.

### When we may suspend your ability to make payments or access to services?

- 9.6 We can stop or suspend your ability to make payments using any payment device or your security details and your access to certain services (such as Internet Banking):
- if we reasonably believe the security of your security details and your account is at risk;
  - due to suspected unauthorised or fraudulent use of your security details or payment device;
  - we reasonably believe there's a significantly increased risk that you may be unable to repay money you owe us (for example, if you go over your account overdraft limits);
  - if you stop using your account(s) for an extended period of time.
- 9.7 We'll try to tell you in advance, or we'll tell you immediately after we do this (where it's not possible to tell you in advance) and explain the reasons why, unless there's a legal or security reason why we can't. We'll lift any suspension or restriction as soon as the reason for it ends.

## 10 Borrowing money on your account (overdrafts)

### Overdrafts are only for short-term borrowing and aren't available on some accounts.

- 10.1 We may agree to lend you money through an overdraft, if we think you can afford it and it is available on the type of account you hold. If we agree to give you an arranged overdraft, we'll provide you with a separate facility letter setting out the limits, any interest and charges and other applicable terms that will apply.
- 10.2 All overdrafts are repayable 'on demand'. This means that we can ask you to repay the full amount at any time. But we'll usually give you advance notice.
- 10.3 We will treat you as requesting an unarranged overdraft if you try to take cash or make payment out of your account when you don't have enough available funds in your account (including if you exceed the limit of any arranged overdraft we have agreed to give you). We'll charge you interest and charges on the unarranged overdraft at the rate set out in our Standard Service Tariff.
- 10.4 We will deduct any interest and charges on the overdraft from your account. This will increase the overdrawn balance and form part of the amount you owe us.
- 10.5 Savings accounts are not designed to provide unarranged overdrafts. However, if we're unable to prevent a charge or transaction which would cause you to go overdrawn, we'll treat this as an unarranged overdraft, and you'll have to repay the overdrawn amount immediately on demand.

### What's an 'arranged overdraft'?

We agree in advance to provide you with an overdraft that allows you borrow money on your account up to an agreed overdraft limit.

### What's an 'unarranged overdraft'?

An overdrawn balance on your account which we have not agreed in advance.

## Repaying an overdraft

- 10.6 If your account is overdrawn any money you pay into your account will be applied in the following order:
- to repay or reduce any unarranged overdraft balance (including interest and charges); and then
  - to repay or reduce any arranged overdraft balance.
- 10.7 We won't agree to use a payment into your account to pay a particular payment or type of payment or to reduce the amount you owe us in any different order.

## Set-off

- 10.8 If you owe us money (for example on a loan or overdraft) and do not repay it when it has become due, we can use any money in any of your accounts with us to repay or reduce the amount you owe us. This is called our right of **'set-off'**.

- 10.9 Set-off applies to accounts and debts you hold with someone else too. Our right of set-off applies to:

- money in an account which is in your sole name to pay a debt that only you owe, or you owe jointly with someone else; and
- money in an account which is a joint account to pay a debt only you owe, a debt one or more of the other account holders owes, or a debt you owe jointly with one or more of the other account holders.

- 10.10 If you have told us that money you hold in an account in your name actually belongs to someone else (for example if it's a trust or client account), we won't use our right of set-off to take any of that money.

## Borrowing on accounts held jointly with other persons

- 10.11 Where your account is held jointly with other persons, you agree that we can provide the information about the overdraft, such as the facility letter, to only one of you. We'll treat both or all of you as having agreed to the overdraft.
- 10.12 Each person or entity named on the account will be jointly and individually responsible for any amount you owe us under the agreement. This means that we can ask all or just one of you to repay the full amount of any money you owe us and not just a share.

### What does 'jointly and severally' liable mean?

Each person or entity named on a joint account is each responsible for repaying any debt owed, together and individually.

We can ask all of you or just one of you repay us the full amount owed.

- 10.13 We can also accept partial payment from one of you, but this doesn't mean we agree that the other(s) don't owe us the rest of the money. This is technically called '**joint and several liability**'.
- 10.14 If the account is held by an unincorporated association (such as a club, charity, industrial or provident society or other form of association) then, unless we have agreed otherwise, each authorised signatory is separately responsible for complying with the terms of the agreement and is jointly and severally liable under it for money you owe us. This means that we have the right to demand repayment of the full amount owed, and not just a share of it, from all or any of the authorised signatories.
- 10.15 The authorised signatories and or authorised persons to a Limited Company's or Limited Partnership's account are not responsible for money owed to us unless we have a separate agreement with them.

## 11 What happens when something goes wrong?

### Act honestly and keep us informed

If you notice any unusual or incorrect transactions on your account or if you think you may have been the victim of fraud you should let us know as soon as possible, even if a third-party payment initiation service provider is involved in making the payment.

### If you have given us the wrong account details when making a payment

- 11.1 This might have happened by mistake (because you accidentally gave us the wrong account number or sort code).
- 11.2 If this happens, you won't be entitled to a refund by law, and we won't be responsible for any loss you suffer, but we'll make reasonable efforts to help you get the money back. You can ask us to contact the bank that received your payment to try to recover the money. However, we may charge a fee for tracing, recalling or cancelling a payment (you'll find details in our Standard Service Tariff available on our website).
- 11.3 If we can't get the money back then you can send us a written request to provide all the information we're allowed to by law in order to help you claim repayment of the money yourself.

### If you have been tricked into sending money to a fraudster or been the subject of a scam

- 11.4 This might also happen because you have been tricked or persuaded into thinking you were making a genuine payment to someone else, or that you were making a payment for a genuine reason, but it turned out to be fraud or a scam.

11.5 We'll look into this for you and try to recover the money. However, if this is not possible, we may not be able to give you a refund.

11.6 You won't get a refund if, taking into account the circumstances when the payment was made, we find you were careless or should have known that you were sending money to a fraudster, or that the payment was not genuine.

### If a payment you instructed us to make has gone wrong

11.7 If a payment you have instructed us to make has gone wrong, for example because:

- we have failed to make the payment so the recipient hasn't received the money;
- we have sent the payment to the wrong account;
- we have made the payment late, or
- we have made the payment for the wrong amount.

How we'll deal with unexecuted, defective or late payments, and our liability to you, depends on what type of customer you are.

#### If you're a Small Business Customer or Small Charity:

11.8 We'll refund the full amount of the unexecuted or defective payment before the end of the working day after you tell us, or sooner if we can, and put your account back to the position as if the transaction had not happened. Unless we've paid too much, in which case, we'll refund you the difference and put your account back to the position as if the extra amount had not been paid.

11.9 We'll also be liable to you for any interest or charges you have to pay as consequence of us not making the payment, making it incorrectly or late.

11.10 If a payment you have asked us to make is late arriving and the payment is:

- in the UK, or
- in Euros to a recipient with a bank account in the EEA which is made via a recognised payment system which operates across Europe and the UK,

we'll contact the recipient's bank and ask them to treat the payment as if it had arrived on time.

11.11 We won't make a refund if:

- you don't tell us about the incorrect, defective or late payment within 13 months; or
- we can show that the payment was actually received by the recipient's bank on time (in which case they are liable for ensuring the payment is credited to the recipient's account on time).

#### If you're a Large Corporate Business Customer:

11.12 We won't give you a refund, but we'll do what we can to trace the payment and tell you what happened. We may charge a fee for tracing and recovering the payment, you'll find details in our Standard Service Tariff available on our website.

## If money has been taken from your account that you did not authorise

11.13 These are payments made from your account that you (or someone you normally authorise to make payments from your account such as a payment initiation servicer provider) didn't instruct us make or authorise.

11.14 We'll refund the full amount of an unauthorised payment before the end of the working day after you tell us, or sooner if we can, and put your account back to the position it would have been in had the payment not been made. However, we won't make the refund if we have reasonable grounds to suspect you have acted fraudulently. There are also other circumstances where we won't make a refund, depending on the type of customer you are.

### If you're a Small Business Customer or Small Charity:

11.15 We won't make a refund if:

- we know you've been grossly negligent (acted with a very significant degree of carelessness) by failing to keep your security details safe,
- we reasonably suspect fraud on your part; or
- you don't tell us within 13 months after the unauthorised payment was made.

11.16 We can take back refunds (after giving you reasonable notice) if:

- you acted fraudulently; or
- it was made because you intentionally or with gross negligence failed to keep your security details safe (e.g. you knowingly gave your PIN or password to someone else).

11.17 We'll be responsible (unless you've acted fraudulently):

- after you've told us that your security details have been lost or stolen or misused;
- if we haven't provided a number for you to call to tell us that your security details have been lost or stolen; or
- if we haven't applied procedures that we're legally required to use to check that a payment has been authorised by you.

### If you're a sole trader, unincorporated association or a partnership of not more than three persons whom are not all incorporated bodies:

11.18 If the payment is made from your overdraft, the 13-month timescale to tell us about the unauthorised payment will not apply, and we will not take into account whether or not you've been negligent in keeping your security details safe when considering whether to give you a refund. However we will not refund you if the unauthorised payment was taken by someone you intentionally gave your security details to.

### If you're a Large Corporate Business Customer:

11.19 We won't make a refund if:

- your security details were lost or stolen if you failed to keep them safe or to take reasonable steps to prevent misuse;
- we reasonably suspect fraud on your part; or
- you don't tell us within 13 months after the unauthorised payment was made.

11.20 We can take back refunds (after giving you reasonable notice) if it was made because you failed to keep your security details safe or to take reasonable steps to prevent misuse.

11.21 We'll be responsible (unless you've acted fraudulently) after you've told us that your card or Security Details have been lost or stolen.

## If you've been charged more than you expected for a transaction

11.22 Sometimes you can make a payment by agreeing that someone else can take money out of your account without you knowing the exact amount of how much the payment is going to be (for example to pay for services such as car hire or a hotel room). These payments can sometimes be for more than you were expecting to pay.

### If you're a Small Business Customer or Small Charity:

11.23 If this happens, can ask us for a refund and we'll investigate your claim and ask for any additional information we need. We may refund you, if you requested the refund within 8 weeks of the date the payment was taken from your account, and if all the following conditions apply:

- the payment was made in the UK, or a Euro payment was processed by a payment provider in the EEA using a payment system operating across Europe and the UK;
- you didn't authorise the exact payment amount;
- the amount of the payment is more than you could reasonably have expected to pay, based on the circumstances, including your previous spending patterns.

11.24 We'll refund you within 10 working days of your request or from when receive any information we have asked for, or if we can't refund you, we'll tell you why we're not refunding you. However you won't be entitled to a refund if you gave us your authorisation for the payment directly, and details of the amount of the transaction were provided or made available to you, at least four 4 weeks before the payment was made.

11.25 If you allow payments to be made from your account using the UK Direct Debit Scheme, the Direct Debit Guarantee (which you'll be given on the Direct Debit form or Direct Debit confirmation) will apply instead of the terms above. If you have a dispute with someone who has collected Direct Debits from your account, you'll need to take it up with the person or company who is taking the money.

### If you're a Large Corporate Business Customer:

11.26 We apply the Corporate Opt Out, so you won't be entitled to a refund where you may have been charged more than expected for a transaction.

## If we credit a payment to your account late

### If you're a Small Business Customer or Small Charity:

11.27 If we receive a payment from another bank and it is credited to your account later than it should have been, we'll immediately credit your account with the right amount and adjust your balance as if the payment had arrived on time and make the money available to you.



### If you're a Large Corporate Business Customer:

- 11.28 We apply the Corporate Opt Out, so if we credit payments to your account late, your account balance won't be adjusted as if we credited the payment on time.

## Unauthorised cheques

- 11.29 If you tell us that you didn't authorise a cheque payment, we may look into your claim further before giving the money back. If we agree with what you told us, we will refund the amount due to you within a reasonable period of time. This will include any charges or interest you paid as a result of the unauthorised payment, and any interest we should have paid to you on the money.

## When aren't we responsible for things that go wrong?

- 11.30 We won't be liable for any losses you may suffer if we cannot perform our obligations under this agreement due to:
- you giving us incorrect information about the payee (such as giving us the wrong account number) when making a payment from your account;
  - any legal or regulatory requirements;
  - if you have acted fraudulently;
  - our failure or delay in making a payment was due to abnormal or unforeseeable circumstances which are outside our (or our agents' and or subcontractors') control (such as an industrial dispute or a major problem with a payment system), the consequences of which would have been unavoidable despite our best efforts.
- 11.31 If you have suffered any loss or damage as a result of something we have done, or didn't do when we should have under this agreement, we will not be liable to you in respect of any claim for loss of business,

loss of goodwill, loss of opportunity or loss of profit or other indirect or consequential losses such as loss of data or losses resulting from third party claims.

- 11.32 We sometimes use people or companies outside of Unity Trust Bank to help us provide our services to you. If we can't provide a service because of their technical failure, we'll try and provide an alternative service for you. You'll need to use any alternative we provide in accordance with this agreement.

## Complaints and the protection you have

- 11.33 If you're not satisfied with our service, we want to know so we can put things right and improve our services. You can contact us to make a complaint in writing, by email or phone.

**You can find out details of what happens next and how we will deal with your complaint on our website at [unity.co.uk/complaints](https://www.unity.co.uk/complaints) or by calling the Unity Trust Bank Customer Service Centre on 0345 140 1000.**

- 11.34 If we do not resolve your complaint internally to your satisfaction and you are eligible, you may be able to refer it to the Financial Ombudsman Service. Details about their service and how to refer a complaint to them can be found on their website at: [financial-ombudsman.org.uk](https://www.financial-ombudsman.org.uk)

## Financial Ombudsman Service (FOS)

The FOS is an organisation set up by law to give consumers and some business customers a free and independent service for resolving disputes with financial firms. You can get details of those who are eligible complainants from the FOS.

# 12 Closing your account, ending a service, or leaving Unity Trust

If you wish, you can close an account, stop any service you've applied for separately or end this agreement which means stopping banking with Unity Trust Bank completely, by telling us.

- 12.1 You can close your account or end this agreement at any time. You won't be able to use your account or any services linked to it anymore, and you must repay all amounts you owe us under this agreement, such as any charges. Any Additional Terms and Conditions applicable to your account will set out any other consequences, such as losing interest if you close a fixed rate account early

## Closing your account

For account closures please email us at [us@unity.co.uk](mailto:us@unity.co.uk) attaching a scanned instruction signed in accordance with the account mandate or write to us at:

**Unity Trust Bank**  
**PO Box 7193**  
**Planetary Road**  
**Willenhall**  
**WV1 9DG**

## If you change your mind

- 12.2 If you change your mind after you have opened the account and decide you don't want it, you can close your account and have your money returned, as well as any account fees you have paid and interest you have earned provided that you tell us you want to close your account within 14 days of the later of the date you opened your account, or when you received these General Terms and Conditions. If you cancel or switch your account after this timescale, you won't be refunded any account fees.

- 12.3 If you have a fixed rate on your account or the rate depends on market changes outside of our control, the 14-day cancellation right does not apply.

## Using the Current Account Switch Service

- 12.4 You can switch your account by using the Current Account Switch Service, which is a service operated jointly by the main banks to make it easier to move your account from one to another. If you decide to switch away from us by using the service, the bank you're switching to should give you information on what will happen.

## When we can close an account or end a service

- 12.5 We can close your account and end this agreement (unless your account is for a fixed term), or stop providing services by giving you at least two months' notice. Any benefit or services linked to your account will stop at the same time.
- 12.6 We can close your account and end this agreement, or stop providing any services (such as Internet Banking) immediately and without notice if:
- you have seriously or persistently broken any terms of this agreement, or any other agreement you have with us;
  - you have carried out (or we reasonably suspect you have carried out) illegal or fraudulent activity;
  - we reasonably consider that by continuing with this agreement we might break a law, regulation, code or other duty that applies to us;
  - we reasonably believe that we might be exposed to action from any government, regulator or law enforcement agency, or damage our reputation;
  - there's been a breach of security or misuse of your account, security details or payment device;

- you have given us any false information at any time;
- you weren't entitled to open your account or use the service, or are no longer entitled to have the account or service;
- you haven't provided us with information we have requested about your identity or tax liability;
- you use (or allow someone else to use) your account illegally or for criminal activity (including receiving proceeds of crime into your account); or
- you behave in a threatening or abusive manner to our staff.

12.7 We may also close your account and end this agreement, or stop providing services immediately and without notice if we reasonably believe that you are or someone connected to you is, or is likely to be, unable to pay debts when they become due. We can also do this if:

- you or a third party have taken any steps to wind up your business, put it into administration or any other insolvency process;
- you enter into any voluntary arrangement with any of your creditors;
- you enter into any agreement with any of your creditors to defer or reduce the amounts due and payable to them;
- anyone tries to enforce security granted by you;
- any of your creditors commences a legal process to enforce sums owed by you;
- any of your director(s) have been disqualified; or something has happened that means a court could decide to disqualify them.

12.8 If you have an overdraft facility with us, we can end that facility in accordance with the facility letter which we gave you at the time and we may suspend your right to make payments that would leave your account overdrawn.

12.9 If you break our agreement and it creates costs for us, we can claim reasonable costs from you. This could include the costs of tracing you and taking steps to deal with the issue, enforcing the payment of any money you owe us (for example, repaying an overdraft, as well as any charges for our services you haven't yet paid).

### If you stop using your account

12.10 We will mark your account as inactive if you stop using your account for an extended period of time. If this happens, we may restrict payments in or out of your account to protect against fraud and you will need to call us if you wish to make a payment.

### What happens when accounts are closed?

12.11 We will not close your account until you've repaid any money you owe us. This includes any payments you've already made but that have not been taken out of your account.

12.12 Any benefit or services we have provided to you in relation to particular accounts will end as soon as your account is closed. You will however continue to be liable for any outstanding liabilities under this agreement which relate to the period before it was terminated.

12.13 You'll be responsible for cancelling any payments to or from your account and you must not write any more cheques and destroy any unused ones.

# 13 Using third party providers

- 13.1 You may want to use a Third Party Provider (TPP) providing services that enables you to:
- see your accounts with different providers in one place (these are 'Account Information Services'); and / or
  - to make payments to and from those accounts (these are 'Payment Initiation Services').

If you want to use a service provider for these purposes, this agreement between us still applies. You can give your security details to a payment initiation servicer provider or account information service provider if they need these in order to provide their services to you.

- 13.2 You should not share your security details with a third party that is not a payment initiation servicer provider or account information service provider. If you do, we will not be responsible for any losses you suffer as a result of misuse or disclosure of information about your account by that third party.
- 13.3 We'll treat any request from a payment initiation servicer provider or account information service provider to see information about your accounts and to make payments as permitted by you, where either of you have supplied us with your correct security information. We will also assume that you consent to access being granted as frequently as the payment initiation servicer provider or account information service provider requests it.
- 13.4 We may refuse to allow a payment initiation servicer provider or account information service provider to access your account if we're concerned that the payment initiation servicer provider or account information service provider is unauthorised or acting fraudulently. We'll usually let you know about this as soon as we can, unless it would be unlawful or for security reasons. We'll allow access again once the reason for refusing access no longer exists.

- 13.5 If you think a payment made through a payment initiation servicer provider or account information service provider was unauthorised or incorrect you must call us as soon as you can.
- 13.6 If you ask a payment initiation servicer provider or account information service provider to request a payment and they don't do this, we won't be responsible for your payment not being made. Once a payment initiation servicer provider or account information service provider has initiated a payment, you cannot normally cancel it.

## What is a 'Payment initiation Service Provider'? (PISP)

These are services that allow you to instruct payments to be made from your account by a third party.

## What is an 'Account Information Services Provider'? (AISP)

These are services that allow you to provide the AISP access to information about your account, and see your accounts with different providers in one place, such as on your phone or online.

**Third party providers of these services are firms authorised or registered by the FCA, or whose authorisation is recognised in the UK. You must check whether the provider is authorised in the information they give to you about the services they will provide.**

# Bank with us. Bank on us.

## Information

You can always download our General Terms and Conditions at [unity.co.uk/terms-and-conditions](https://unity.co.uk/terms-and-conditions)

You can ask for a copy of these terms on paper, in braille, in large print or in audio format at any time.

Unity Trust Bank is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Unity Trust Bank is entered in the Financial Services Register under number 204570. Registered Office: Four Brindleyplace, Birmingham, B1 2JB. Registered in England and Wales no. 1713124. Calls are recorded and may be monitored for security, quality and training purposes.

### Financial Services Compensation Scheme

We're covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors are covered by the scheme. In respect of deposits an eligible depositor is entitled to claim up to the current FSCS limit for deposits. For joint accounts each holder is treated as having a claim in respect of their share, so for a joint account held by two eligible depositors, each depositor would have a claim up to the FSCS deposit limit and so the maximum amount that could be claimed in total would be twice the current FSCS limit. The FSCS deposit limit relates to the combined amount in all the eligible depositor's accounts with the bank, including their share of any joint account, and not to each separate account. For further information about the scheme (including the current limits, amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website ([fscs.org.uk](https://fscs.org.uk)) or call the FSCS on 020 77414100 or 0800 678 1100. Please note only compensation related queries should be directed to the FSCS.



## Unity Corporate MultiPay card – Indemnity Agreement

Please complete the relevant information below, sign in accordance with your Unity Trust Bank mandate and return with your application pack.

This agreement is made on \_\_\_\_\_ 20\_\_

### BETWEEN

- (1) **UNITY TRUST BANK PLC** a company registered in England & Wales under company number 1713124, the registered office of which is located at Four Brindleyplace, Birmingham B1 2JB (“**Bank**”); and
- (2) \_\_\_\_\_, the organisation as described in the Customer’s completed ‘Application to open an account’ with the Bank and whose registered or principle office is also set out in such completed application (“**Customer**”)

### BACKGROUND

- (A) The Customer is a customer of the Bank.
- (B) At the request of the Customer the Bank has facilitated the provision to the Customer of a Unity Corporate MultiPay cardholder facility (“**Facility**”) by Lloyds Bank plc (“**Lloyds**”) under which Cards may be issued by Lloyds to the Customer for use by Cardholders and the Customer will be responsible for settling the outstanding balances from time to time of all Cardholders under the Facility.
- (C) The Customer understands that if it fails to pay any sums due to Lloyds in connection with the Facility the Bank may be required to pay these sums to Lloyds on the Customer’s behalf and accordingly the Customer agrees that it will comply with the terms set out in this agreement in relation to its use of the Facility and will indemnify the Bank on the terms set out in this agreement.

## AGREED TERMS

In consideration of the Bank facilitating the provision by Lloyds to the Customer of the Facility and settling any outstanding payments due from the Customer to Lloyds under or in connection with the Facility on the Customer's behalf, the Customer agrees that:

1. In this agreement the following terms have the meaning set out below:

**"Billing Cycle"**: the period of about one month between statements.

**"Card"**: any Corporate MultiPay Card (including any renewal or replacement card) issued to a Cardholder by Lloyds under the Facility.

**"Cardholder"**: any employee, contractor or agent of the Customer authorised by the Customer from time to time to use a Card issued by Lloyds under or in connection with the Facility in his or her name,

**"Cardholder Limit"**: the sums approved by the Bank as the maximum amounts of spending permitted for each Cardholder during a Billing Cycle (including any Card transactions not yet debited and any authorisations the Bank has given in respect of prospective Card transactions).

**"Facility Limit"**: the sum specified (in writing) from time to time by the Bank, and any changes to that sum that are agreed by the Bank, being the maximum spending (including any Card transactions not yet debited and any authorisations the Bank has given in respect of prospective Card transactions) permitted per Billing Cycle under or in connection with the Facility by the Customer.

2. The Customer shall comply with the terms applicable to the Facility and shall indemnify the Bank in full and on demand against all liabilities, costs, expenses, damages and losses suffered or incurred by the Bank arising out of or in connection with the failure of the Customer to pay any sums due to Lloyds under or in connection with the Facility.
3. The Customer shall pay interest to the Bank after as well as before judgment at the annual rate of 4% above the base rate of Lloyds on all sums demanded under this agreement from the date of demand by the Bank or, if earlier, the date on which the relevant liabilities, costs, expenses, damages or losses in respect of which demand has been made were suffered or incurred by the Bank until the date of actual payment.
4. The Customer shall on demand pay to, or reimburse, the Bank on a full indemnity basis all costs, charges and expenses (including without limitation legal costs) incurred by the Bank in connection with the exercise or enforcement of any rights under or in connection with this agreement or any attempt to do so.
5. If a payment due from the Customer under this agreement is subject to tax (whether by way of direct assessment or withholding at its source), the Bank shall be entitled to receive from the Customer such amounts as shall ensure that the net receipt, after tax, in respect of the payment is the same as it would have been were the payment not subject to tax.
6. All payments due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than as required by law).

7. The Customer authorises the Bank to debit to any of its accounts with the Bank all amounts payable by it to the Bank under this agreement.
8. Neither the Facility Limit nor any Cardholder Limit may be increased without the prior written approval of the Bank. The Customer may request an increase in the Facility Limit by contacting the Customer's relationship manager and completing the form provided by the Bank. All requests will be subject to the Bank's usual credit review and approval process.
9. Where the Customer requests an increase in the Facility Limit, the Customer will advise the Bank of any change it proposes to any Cardholder Limit. Where the Bank approves an increase in a Cardholder Limit the Customer will advise the Cardholder of the change in the Cardholder Limit, together with the date notified by the Bank when the change will take effect. A Cardholder Limit cannot be increased by the Customer if it would result in the Cardholder Limit exceeding the Facility Limit.
10. This agreement will commence on the date of this agreement and shall continue for so long as the Facility is in place and thereafter in respect of sums due owing or incurred by the Customer in connection with the Facility.
11. Without prejudice to any rights of Lloyds in relation to the Facility the Bank may cancel or suspend the right to use one or more of the Cards issued to a Cardholder under the Facility entirely or in respect of a specific card function, or refuse to renew, replace or reissue such a card, or make card transactions, on reasonable grounds relating to:
  - 11.1. the security of the Card;
  - 11.2. the suspected unauthorised or fraudulent use of the Card; or
  - 11.3. the Customer's ability to repay any credit advanced to it.

If the Bank cancels or suspends use of a Card or intends not to renew, replace or reissue a Card, the Bank will inform the Customer as soon as practicable and advise the Customer of the reason or reasons for such action unless the law prevents the Bank from doing so or it would undermine the Bank's security measures.

12. Without prejudice to any rights of Lloyds in relation to the Facility the Customer acknowledges and agrees that in respect of any Cardholder:
  - 12.1. either the Bank or the Cardholder may terminate the Cardholder's use of card at any time by not less than 30 days' written notice to the other party.
  - 12.2. the Cardholder may end its use of a Card at any time by writing to the Bank, enclosing all the Cards issued to the Cardholder, cut in two through the chip.
  - 12.3. the Bank may end any Cardholder's use of a Card, and demand immediate repayment of any amounts due in respect of any Card transactions at any time if the Customer or the Cardholder has breached any terms applicable to the Facility or the use of Cards or if Lloyds is entitled to terminate a Cardholder's use of any Cards under the applicable terms of use.



13. If the Bank fails to insist that the Customer performs any of its obligations under this agreement, or does not enforce its rights against the Customer, or is in delay in doing so, that will not mean that the Bank has waived its rights against the Customer and will not mean that the Customer does not have to comply with those obligations. Any waiver by the Bank will only be effective if it is in writing, and that waiver will not mean that the Bank automatically waives any later default by the Customer.
14. This agreement and any dispute or claim arising out of or in connection with it shall be governed by, and construed in accordance with, the law of England and Wales and the parties agree that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this agreement.

**Please sign below in accordance with your Unity Trust Bank mandate:**

Signed:

Date:

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Signed:

Date:

---

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Signed:

Date:

---

---

**Signed on behalf of Unity Trust Bank:**

Signed:

Date:

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# Corporate MultiPay Cardholder application

## Useful information

All changes made to this form must be made in manuscript by striking out and/or adding appropriate wording and initialling the changes.

Please cross through all sections that are not completed. If you have any queries, please contact your Programme Administrator.

**\* Fields marked with an asterisk must be completed.**

Once completed, please forward this entire form to your Programme Administrator for approval.

Once approval has been gained, please send to your Relationship Manager.

## 1 Customer Data Privacy Notice

### Who looks after your personal information

Your personal information will be held by Lloyds Bank plc, part of the Lloyds Banking Group. More information on the Group can be found at [www.lloydsbankinggroup.com](http://www.lloydsbankinggroup.com)

### How we use your personal information

We will use your personal information:

- to provide products and services, manage your relationship with us and comply with any laws or regulations we are subject to (for example the laws that prevent financial crime or the regulatory requirements governing the products we offer).
- for other purposes including improving our services, exercising our rights in relation to agreements and contracts and identifying products and services that may be of interest.

To support us with the above we analyse information we know about you and how you use our products and services, including some automated decision making. You can find out more about how we do this, and in what circumstances you can ask us to stop, in our full privacy notice.

### Who we share your personal information with

Your personal information will be shared within Lloyds Banking Group and other companies that provide services to you or us, so that we and any other companies in our Group can look after your relationship with us. By sharing this information it enables us to better understand our customers' needs, run accounts and policies, and provide products and services efficiently. This processing may include activities which take place outside of the European Economic Area. If this is the case we will ensure appropriate safeguards are in place to protect your personal information. You can find out more about how we share your personal information with credit reference agencies below and can access more information about how else we share your information in our full privacy notice.

### Where we collect your personal information from

We will collect personal information about you from a number of sources including:

- information given to us on application forms, when you talk to us in branch, over the phone or through the device you use and when new services are requested.
- from analysis of how you operate our products and services, including the frequency, nature, location, origin and recipients of any payments.
- from or through other organisations (for example card associations, credit reference agencies, insurance companies, retailers, comparison websites, social media and fraud prevention agencies).
- in certain circumstances we may also use information about health or criminal convictions but we will only do this where allowed by law or if you give us your consent.

You can find out more about where we collect personal information about you from in our full privacy notice.

### Do you have to give us your personal information

We may be required by law, or as a consequence of any contractual relationship we have, to collect certain personal information. Failure to provide this information may prevent or delay us fulfilling these obligations or performing services.

### What rights you have over your personal information

The law gives you a number of rights in relation to your personal information including:

- the right to access the personal information we have about you. This includes information from application forms, statements, correspondence and call recordings.
- the right to get us to correct personal information that is wrong or incomplete.
- in certain circumstances, the right to ask us to stop using or delete your personal information.
- from 25 May 2018 you will have the right to receive any personal information we have collected from you in an easily re-usable format when it's processed on certain grounds, such as consent or for contractual reasons. You can also ask us to pass this information on to another organisation.

You can find out more about these rights and how you can exercise them in our full privacy notice.

Other Individuals you have financial links with

We may also collect personal information about other individuals who you have a financial link with. This may include people who you have joint accounts or policies with such as your partner/spouse, dependents, beneficiaries or people you have commercial links to, for example other directors or officers of your company.

We will collect this information to assess any applications, provide the services requested and to carry out credit reference and fraud prevention checks. You can find out more about how we process personal information about individuals you have a financial link in our full privacy notice.

### How we use credit reference agencies

In order to process your application we may supply your personal information to credit reference agencies (CRAs) including how you use our products and services and they will give us information about you, such as about your financial history. We do this to assess creditworthiness and product suitability, check your identity, manage your account, trace and recover debts and prevent criminal activity.

We may also continue to exchange information about you with CRAs on an ongoing basis, including about your settled accounts and any debts not fully repaid on time, information on funds going into the account, the balance on the account and, if you borrow, details of your repayments or whether you repay in full and on time. CRAs will share your information with other organisations, for example other organisations you ask to provide you with products and services. Your data will also be linked to the data of any joint applicants or other financial associates as explained above.

You can find out more about the identities of the CRAs, and the ways in which they use and share personal information, in our full privacy notice.

### How we use fraud prevention agencies

The personal information we have collected from you and anyone you have a financial link with may be shared with fraud prevention agencies who will use it to prevent fraud and money laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found in our full privacy notice.

### Our full privacy notice

It is important that you understand how the personal information you give us will be used. Therefore, we strongly advise that you read our full privacy notice, which you can find at <http://commercialbanking.lloydsbank.com/privacy/> or you can ask us for a copy.

### How you can contact us

If you have any questions or require more information about how we use your personal information please contact us using [https://secure.lloydsbank.com/retail/contact\\_us/how-we-can-help.asp](https://secure.lloydsbank.com/retail/contact_us/how-we-can-help.asp)

You can also call us on, 0345 602 1997 or from abroad +1733 347 007.

If you feel we have not answered your question Lloyds Banking Group has a Group Data Privacy Officer, who you can contact on 0345 602 1997 or from abroad +1733 347 007 and tell us you want to speak to our Data Privacy Officer.

Version Control 13/01/2018

## 2 Details of new cardholder

Business name on account\*

Company number

Introducer Bank\*

Title \* Mr Mrs Miss Ms Other (please specify)

   

Your full name\*

Your date of birth \*

Password \*

Staff number

**Please note:** Your business will settle your monthly statement automatically by direct debit

Your name as you would like it to appear on the card (maximum of 21 characters including title, spaces and no symbols)\*

Address for correspondence\*

  
  
  

Postcode

Contact numbers and area dialling codes\*

Telephone	<input type="text"/>
Mobile*	<input type="text"/>

E-mail address (if you have one)

## 3 Line manager/Internal approval (this section is optional)

This section is for internal approval only.

Cost centre name

Cost centre number

Manager's title: Mr Mrs Miss Ms Other (please specify)

   

Manager's name

## 4 Merchant Category Group blocking

**To be completed by the Programme Administrator.**

Merchant Category Group (MCG) blocking will prevent cardholder spend on certain goods and services. This functionality is optional, but you can tailor it at programme or cardholder level.

Will you require MCG blocking?

By ticking 'yes', you will be able to choose which MCG to be blocked.

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Is this to be set to the Business level MCG blocking or is it bespoke to the cardholder

Business	Bespoke to Cardholder
<input checked="" type="checkbox"/>	<input type="checkbox"/>

## 5

## Programme Administrator approval

This section must be completed and authorised by the Programme Administrator.

Business name\*

Programme number (if known)

Programme Administrator's title:

Mr Mrs Miss Ms Other title

    

Programme Administrator's full name \*

Address \*

  
  
  


Postcode

## Financial limits

Monthly credit limit (£)\*

Single transaction limit(s) (£) \*

Cash withdrawals\*

Yes No

 

Cash limit(s) (£) \*

To Lloyds Bank plc, I request you to issue a card to the proposed Cardholder named in this Cardholder Application, subject to the Terms and Conditions agreed between us and subject to the specified limits.

Your signature \*

  


Date DD / MM / YYYY

## 6

## Next steps

Send completed form to **Commercial Card Services, 120 Caldecotte Lake Drive, Caldecotte, Milton Keynes, MK9 1EB**

## For Bank use only

Client Development Manager File ID (if applicable)

Client Development Manager initials (if applicable)

Additional service needs

# Corporate MultiPay Conditions of Use and Guide for payment devices and online solutions

for Cardholders and Programme Administrators of all Corporate Card products,  
and users of the Embedded Payment Solution (EPS) or any Corporate Card online solutions, including CCIS and CCDM.

## Conditions of Use – how to use your Corporate Card products

### Things you must do

1. Only use the payment devices and online solutions that we give you access to for authorised business purposes (your business will tell you what this covers).
2. Tell us if you change your name, address or other information you have given us.
3. Keep safe your PIN, security details and any information you have about cards, payment devices and online solutions. Do not give them to anyone, including our staff. They must be kept secret and, if you write them down, they must not be recognisable or kept with cards, Business Travel Solution (BTS) or Embedded Payment Solution (EPS) details, or details about cards. PIN numbers and security details must not be easy for someone else to guess. They should be changed if we recommend this or if you suspect someone else might know them.
4. Stay within the limit of your payment device.
5. Tell us immediately if (a) any payment device is lost or stolen; (b) you think someone else knows any security details, including for online solutions; or (c) any payment device or online solutions might have been misused.
6. Check any cardholder statements as soon as possible when you receive them, preferably within 30 days. Tell us straight away if an entry seems wrong. Co-operate with us and the police if we need to involve them.
7. Take reasonable steps to protect the systems and equipment behind our online solutions from viruses and other intrusive devices, including by making sure your equipment is compatible and virus free.
8. Stop using the payment devices and online solutions immediately if you stop being an employee, contractor or agent of the business for any reason. If applicable, you must give them to the business.

### Things you must not do

1. Let third parties, including our staff, use payment devices or access our online solutions.
2. Misuse any online solutions you have access to. You must respect the intellectual property rights in these solutions, which belong to us and others. You do not have any rights in our online solutions except the access rights we give you. You must not make changes to our online solutions or create any links to or from a website to them. You must not use our online solutions in countries where doing so is unlawful.

We may make changes to these Conditions of Use for any reason at any time. If the Conditions of Use change, we will tell Programme Administrators, and Programme Administrators will tell cardholders and users.

## Frequently Asked Questions

### What must I do first?

You must sign any plastic card. You also need to activate plastic cards, BTS details and EPS in the way we tell you when we give you them.

### What is my card or spending limit?

Your Programme Administrator will tell you this and also whether or not there are restrictions on what you can do with the card, BTS details or when using EPS.

### Can I get cash?

Your Programme Administrator can tell you this.

### Can I change my PIN?

You can change your PIN at any of our ATMs. Try not to choose a PIN that is easy for someone else to guess.

### How must I use my card, BTS details or EPS?

You must follow the instructions provided by the supplier you are buying from. You can normally make payments by:

- Chip and Pin
- Contactless
- signing a sale voucher
- adding BTS details to a travel booking site
- embedding and using EPS with a supplier.

### What must I do if my payment device is lost or stolen or is being misused, or if someone finds out any of my security details, including for online solutions?

Tell us by calling us on 0800 096 4496 (24 hours if it's about a lost or stolen payment device and Monday to Friday 8am–8pm, Saturday 9am–4pm if it's about fraud). If abroad, call +44 1908 544059.

### Why would my transaction be declined?

It might be declined because (a) you have already reached your card or spending limit; (b) you are restricted by your business from making the transaction; (c) to protect your business from fraud or security concerns; (d) a regulatory requirement means we have to decline the transaction; or (e) we are owed money by your business.

It might also be declined because your payment device has been suspended or cancelled and this could be for the above reasons too. As soon as we can, we'll tell the business that we are going to stop or have stopped the use of a payment device and why, unless the law says we can't or it would undermine our security measures. We won't stop it for longer than we need to. We'll let it be used again or provide a new one as soon as possible.

### What can I do if my transaction is declined?

You can contact our Customer Services centre by calling 0800 096 4496 (if abroad +44 1908 544059). This helpline is available 24 hours a day, seven days a week. You can also contact your Programme Administrator.

## Lloyds Bank Corporate MultiPay

### Conditions of Use and Guide for payment devices and online solutions

#### Can I cancel a transaction?

What transactions can you cancel?	<ul style="list-style-type: none"><li>• Transactions scheduled for a future date.</li><li>• A series of recurring transactions.</li></ul> You cannot cancel other transactions once you have authorised them.
What you must do to cancel	<ul style="list-style-type: none"><li>• Tell us by the end of the day (8pm Mon–Fri, 4.30pm Sat) before the day the transaction is due to be made.</li><li>• Tell the supplier you have asked us to cancel the transaction. If you also want to cancel your agreement with them, you will need to do that directly with the supplier.</li></ul>
What will happen	<ul style="list-style-type: none"><li>• We will not carry out a transaction once you have cancelled it in this way.</li><li>• Unless you tell us otherwise, we will treat cancellation of recurring transactions as cancelling all future transactions in the series.</li></ul>

#### Who pays for my transactions?

Your business is responsible for payment.

#### What must I do if I have a problem with a transaction?

If you see a transaction you don't recognise, contact us without delay on 0800 096 4496 (24 hours if it's about a lost or stolen payment device, but Monday to Friday 8am–8pm, Saturday 9am–4pm if it's about fraud.) If abroad, call +44 1908 544059.

If you have a different problem or a question about a transaction, for example about the goods or service paid for, you should contact the relevant supplier.

#### Is there a charge for using the online solutions?

We will not charge you for using our online solutions. Your mobile operator may charge you for using certain services such as downloading or using our online solutions on your devices.

#### How do I get help with online solutions?

You can contact our Customer Services centre by calling 0800 096 4496 (if abroad +44 1908 544059). This helpline is available 24 hours a day, seven days a week. You can also contact your Programme Administrator.

#### Our Service Promise

We aim to provide excellent customer service whenever you deal with us. If we don't, please tell us so we can try to put things right. You can contact the business's relationship manager or customer services centre (or anyone in their teams). You can find details on our website of what will happen next and how we handle complaints.

#### Data protection

Your information will be held by Lloyds Bank plc, which is part of the Lloyds Banking Group.

It is important that you understand how your personal information will be used. Therefore, we strongly advise you to read Our Privacy Statement, which you can find at <http://www.lloydsbankcommercial.com/privacy-statement> or you can ask us for a copy. By using a payment device or our online solutions, you agree to your personal information being used in the ways we describe in Our Privacy Statement. Please let us know if you have any questions about the use of your personal information.

[www.lloydsbankcommercial.com](http://www.lloydsbankcommercial.com)

## Please contact us if you'd like this in Braille, large print or on audio tape.

We accept calls via Next Generation (NGT) Service (previously Text Relay/Typetalk).

We may monitor or record phone calls with you in case we need to check we have carried out your instructions correctly and to help improve our quality of service.

Lloyds Bank plc. Registered Office: 25 Gresham Street, London EC2V 7HN. Registered in England and Wales no. 2065.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Eligible deposits with us are protected by the Financial Services Compensation Scheme (FSCS).

We are covered by the Financial Ombudsman Service (FOS).

Please note that due to FSCS and FOS eligibility criteria not all business customers will be covered.

We aim to provide the highest level of customer service possible. If you do experience a problem, we will always seek to resolve this as quickly and efficiently as possible.

If you would like a copy of our complaint procedures, please contact your relationship manager or any of our offices.

You can also find details on our website, at [www.lloydsbankcommercial.com/contactus](http://www.lloydsbankcommercial.com/contactus)

**Wickhambrook Parish Council****FINANCIAL REGULATIONS ENGLAND****1. GENERAL**

- 1.1. These financial regulations govern the conduct of financial management by the council and may only be amended or varied by resolution of the council. Financial regulations are one of the council's three governing policy documents providing procedural guidance for members and officers. Financial regulations must be observed in conjunction with the council's standing orders<sup>1</sup> and any individual financial regulations relating to contracts.
- 1.2. The council is responsible in law for ensuring that its financial management is adequate and effective and that the council has a sound system of internal control which facilitates the effective exercise of the council's functions, including arrangements for the management of risk.
- 1.3. The council's accounting control systems must include measures:
  - for the timely production of accounts;
  - that provide for the safe and efficient safeguarding of public money;
  - to prevent and detect inaccuracy and fraud; and
  - identifying the duties of officers.
- 1.4. These financial regulations demonstrate how the council meets these responsibilities and requirements.
- 1.5. At least once a year, prior to approving the Annual Governance Statement, the council must review the effectiveness of its system of internal control which shall be in accordance with proper practices.
- 1.6. Deliberate or wilful breach of these Regulations by an employee may give rise to disciplinary proceedings.
- 1.7. Members of Council are expected to follow the instructions within these Regulations and not to entice employees to breach them. Failure to follow instructions within these Regulations brings the office of councillor into disrepute.
- 1.8. The Responsible Financial Officer (RFO) holds a statutory office to be appointed by the council. The Clerk has been appointed as RFO for this council and these regulations will apply accordingly.
- 1.9. The RFO;
  - acts under the policy direction of the council;
  - administers the council's financial affairs in accordance with all Acts, Regulations and proper practices;
  - determines on behalf of the council its accounting records and accounting control systems;
  - ensures the accounting control systems are observed;
  - maintains the accounting records of the council up to date in accordance with proper practices;
  - assists the council to secure economy, efficiency and effectiveness in the use of its resources; and
  - produces financial management information as required by the council.

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<sup>1</sup> Model standing orders for councils are available in Local Councils Explained © 2013 National Association of Local Councils

**Wickhambrook Parish Council**

- 1.10. The accounting records determined by the RFO shall be sufficient to show and explain the council's transactions and to enable the RFO to ensure that any income and expenditure account and statement of balances, or record of receipts and payments and additional information, as the case may be, or management information prepared for the council from time to time comply with the Accounts and Audit Regulations.
- 1.11. The accounting records determined by the RFO shall in particular contain:
- entries from day to day of all sums of money received and expended by the council and the matters to which the income and expenditure or receipts and payments account relate;
  - a record of the assets and liabilities of the council; and
  - wherever relevant, a record of the council's income and expenditure in relation to claims made, or to be made, for any contribution, grant or subsidy.
- 1.12. The accounting control systems determined by the RFO shall include:
- procedures to ensure that the financial transactions of the council are recorded as soon as reasonably practicable and as accurately and reasonably as possible;
  - procedures to enable the prevention and detection of inaccuracies and fraud and the ability to reconstruct any lost records;
  - identification of the duties of officers dealing with financial transactions and division of responsibilities of those officers in relation to significant transactions;
  - procedures to ensure that uncollectable amounts, including any bad debts are not submitted to the council for approval to be written off except with the approval of the RFO and that the approvals are shown in the accounting records; and
  - measures to ensure that risk is properly managed.
- 1.13. The council is not empowered by these Regulations or otherwise to delegate certain specified decisions. In particular any decision regarding:
- setting the final budget or the precept (council tax requirement);
  - approving accounting statements;
  - approving an annual governance statement;
  - borrowing;
  - writing off bad debts;
  - declaring eligibility for the General Power of Competence; and
  - addressing recommendations in any report from the internal or external auditors,
- shall be a matter for the full council only.
- 1.14. In addition the council must:
- determine and keep under regular review the bank mandate for all council bank accounts;
  - approve any grant or a single commitment in excess of £5,000; and
  - in respect of the annual salary for any employee have regard to recommendations about annual salaries of employees made by the relevant committee in accordance with its terms of reference.
- 1.15. In these financial regulations, references to the Accounts and Audit Regulations or 'the regulations' shall mean the regulations issued under the provisions of section 27 of the Audit Commission Act 1998, or any superseding legislation, and then in force unless otherwise specified.



**Wickhambrook Parish Council**

In these financial regulations the term 'proper practice' or 'proper practices' shall refer to guidance issued in *Governance and Accountability for Local Councils - a Practitioners' Guide (England)* issued by the Joint Practitioners Advisory Group (JPAG), available from the websites of NALC and the Society for Local Council Clerks (SLCC).

**2. ACCOUNTING AND AUDIT (INTERNAL AND EXTERNAL)**

- 2.1. All accounting procedures and financial records of the council shall be determined by the RFO in accordance with the Accounts and Audit Regulations, appropriate guidance and proper practices.
- 2.2. On a regular basis, at least once in each quarter, and at each financial year end, a member other than the Chairman or a cheque signatory shall be appointed to verify bank reconciliations (for all accounts) produced by the RFO. The member shall sign the reconciliations and the original bank statements (or similar document) as evidence of verification. This activity shall on conclusion be reported, including any exceptions, to and noted by the council.
- 2.3. The RFO shall complete the annual statement of accounts, annual report, and any related documents of the council contained in the Annual Return (as specified in proper practices) as soon as practicable after the end of the financial year and having certified the accounts shall submit them and report thereon to the council within the timescales set by the Accounts and Audit Regulations.
- 2.4. The council shall ensure that there is an adequate and effective system of internal audit of its accounting records, and of its system of internal control in accordance with proper practices. Any officer or member of the council shall make available such documents and records as appear to the council to be necessary for the purpose of the audit and shall, as directed by the council, supply the RFO, internal auditor, or external auditor with such information and explanation as the council considers necessary for that purpose.
- 2.5. The internal auditor shall be appointed by and shall carry out the work in relation to internal controls required by the council in accordance with proper practices.
- 2.6. The internal auditor shall:
  - be competent and independent of the financial operations of the council;
  - report to council in writing, or in person, on a regular basis with a minimum of one annual written report during each financial year;
  - to demonstrate competence, objectivity and independence, be free from any actual or perceived conflicts of interest, including those arising from family relationships; and
  - have no involvement in the financial decision making, management or control of the council.
- 2.7. Internal or external auditors may not under any circumstances:
  - perform any operational duties for the council;
  - initiate or approve accounting transactions; or
  - direct the activities of any council employee, except to the extent that such employees have been appropriately assigned to assist the internal auditor.
- 2.8. For the avoidance of doubt, in relation to internal audit the terms 'independent' and 'independence' shall have the same meaning as is described in proper practices.
- 2.9. The RFO shall make arrangements for the exercise of electors' rights in relation to the accounts including the opportunity to inspect the accounts, books, and vouchers and display or publish

### Wickhambrook Parish Council

any notices and statements of account required by Audit Commission Act 1998, or any superseding legislation, and the Accounts and Audit Regulations.

- 2.10. The RFO shall, without undue delay, bring to the attention of all councillors any correspondence or report from internal or external auditors.

### 3. ANNUAL ESTIMATES (BUDGET) AND FORWARD PLANNING

3.1. Each committee (if any) shall review its three-year forecast of revenue and capital receipts and payments. Having regard to the forecast, it shall thereafter formulate and submit proposals for the following financial year to the council not later than the end of [November] each year including any proposals for revising the forecast. The

3.1.3.2. RFO must each year, by no later than ~~October~~November, prepare detailed estimates of all receipts and payments including the use of reserves and all sources of funding for the following financial year in the form of a budget to be considered by the council.

3.2.3.3. The council shall consider annual budget proposals in relation to the council's three year forecast of revenue and capital receipts and payments including recommendations for the use of reserves and sources of funding and update the forecast accordingly.

3.3.3.4. The council shall fix the precept (council tax requirement), and relevant basic amount of council tax to be levied for the ensuing financial year not later than by the end of January each year. The RFO shall issue the precept to the billing authority and shall supply each member with a copy of the approved annual budget.

3.4.3.5. The approved annual budget shall form the basis of financial control for the ensuing year.

### 4. BUDGETARY CONTROL AND AUTHORITY TO SPEND

4.1. Expenditure on revenue items may be authorised up to the amounts included for that class of expenditure in the approved budget. This authority is to be determined by:

- the council for all items over £5,000;
- a duly delegated committee of the council for items over £1000; or
- the Clerk, in conjunction with Chairman of Council or Chairman of the appropriate committee, for any items below £500.

Such authority is to be evidenced by a minute or by an authorisation slip duly signed by the Clerk, and where necessary also by the appropriate Chairman.

Contracts may not be disaggregated to avoid controls imposed by these regulations.

4.2. No expenditure may be authorised that will exceed the amount provided in the revenue budget for that class of expenditure other than by resolution of the council, or duly delegated committee. During the budget year and with the approval of council having considered fully the implications for public services, unspent and available amounts may be moved to other budget headings or to an earmarked reserve as appropriate ('virement').

4.3. Unspent provisions in the revenue or capital budgets for completed projects shall not be carried forward to a subsequent year.

4.4. The salary budgets are to be reviewed at least annually in October for the following financial year and such review shall be evidenced by a hard copy schedule signed by the Clerk and the Chairman of Council or relevant committee. The RFO will inform committees of any changes impacting on their budget requirement for the coming year in good time.

### Wickhambrook Parish Council

- 4.5. In cases of extreme risk to the delivery of council services, the clerk may authorise revenue expenditure on behalf of the council which in the clerk's judgement it is necessary to carry out. Such expenditure includes repair, replacement or other work, whether or not there is any budgetary provision for the expenditure, subject to a limit of £500. The Clerk shall report such action to the chairman as soon as possible and to the council as soon as practicable thereafter.
- 4.6. To spend up to £1000 in situations where (s)he considers such expenditure to be justified after consultation with the Chairman of the Council or Chairman of the appropriate committee. Such authority is to be evidenced by a Minute or by an authorisation slip duly signed.
- 4.7. No expenditure shall be authorised in relation to any capital project and no contract entered into or tender accepted involving capital expenditure unless the council is satisfied that the necessary funds are available and the requisite borrowing approval has been obtained.
- 4.8. All capital works shall be administered in accordance with the council's standing orders and financial regulations relating to contracts.
- 4.9. The RFO shall regularly provide the council with a statement of receipts and payments to date under each head of the budgets, comparing actual expenditure to the appropriate date against that planned as shown in the budget. These statements are to be prepared at least at the end of each financial quarter and shall show explanations of material variances. For this purpose "material" shall be in excess of £100 or 15% of the budget.
- 4.10. Changes in earmarked reserves shall be approved by council as part of the budgetary control process.

## 5. BANKING ARRANGEMENTS AND AUTHORISATION OF PAYMENTS

- 5.1. The council's banking arrangements, including the bank mandate, shall be made by the RFO and approved by the council; banking arrangements may not be delegated to a committee. They shall be regularly reviewed for safety and efficiency.
- 5-1-5.2. The RFO shall prepare a schedule of payments requiring authorisation, forming part of the Agenda for the Meeting and, together with the relevant invoices, present the schedule to council. The council shall review the schedule for compliance and, having satisfied itself shall authorise payment by a resolution of the council. The approved schedule shall be ruled off and initialled by the Chairman of the Meeting. A detailed list of all payments shall be disclosed within or as an attachment to the minutes of the meeting at which payment was authorised. Personal payments (including salaries, wages, expenses and any payment made in relation to the termination of a contract of employment) may be summarised to remove public access to any personal information.
- 5-2-5.3. All invoices for payment shall be examined, verified and certified by the RFO to confirm that the work, goods or services to which each invoice relates has been received, carried out, examined and represents expenditure previously approved by the council.
- 5-3-5.4. The RFO shall examine invoices for arithmetical accuracy and analyse them to the appropriate expenditure heading. The RFO shall take all steps to pay all invoices submitted, and which are in order, at the next available council meeting.
- 5-4-5.5. The Clerk and RFO shall have delegated authority to authorise the payment of items only in the following circumstances:
  - a) If a payment is necessary to avoid a charge to interest under the Late Payment of Commercial Debts (Interest) Act 1998, and the due date for payment is before the next scheduled Meeting of council, where the Clerk and RFO certify that there is no dispute

## Wickhambrook Parish Council

or other reason to delay payment, provided that a list of such payments shall be submitted to the next appropriate meeting of council. An expenditure item authorised under 5.6 below (continuing contracts and obligations) provided that a list of such payments shall be submitted to the next appropriate meeting of council; ~~or~~

~~b) An expenditure item authorised under 5.6 below (continuing contracts and obligations) provided that a list of such payments shall be submitted to the next appropriate meeting of council; or~~

~~b)c) fund transfers within the councils banking arrangements up to the sum of £10,000, provided that a list of such payments shall be submitted to the next appropriate meeting of council.~~

~~5-5-5.6.~~ For each financial year the Clerk and RFO shall draw up a list of due payments which arise on a regular basis as the result of a continuing contract, statutory duty, or obligation (such as but not exclusively) Salaries, PAYE and NI, Superannuation Fund and regular maintenance contracts and the like for which council may authorise payment for the year provided that the requirements of regulation 4.1 (Budgetary Controls) are adhered to, provided also that a list of such payments shall be submitted to the next appropriate meeting of council.

~~5-6-5.7.~~ A record of regular payments made under 5.6 above shall be drawn up and be signed by two members on each and every occasion when payment is authorised - thus controlling the risk of duplicated payments being authorised and / or made.

~~5-7-5.8.~~ In respect of grants a duly authorised committee shall approve expenditure within any limits set by council and in accordance with any policy statement approved by council. Any Revenue or Capital Grant in excess of £5,000 shall before payment, be subject to ratification by resolution of the council.

~~5-8-5.9.~~ Members are subject to the Code of Conduct that has been adopted by the council and shall comply with the Code and Standing Orders when a decision to authorise or instruct payment is made in respect of a matter in which they have a disclosable pecuniary or other interest, unless a dispensation has been granted.

~~5-9-5.10.~~ The council will aim to rotate the duties of members in these Regulations so that onerous duties are shared out as evenly as possible over time.

~~5-10-5.11.~~ Any changes in the recorded details of suppliers, such as bank account records, shall be approved in writing by a Member.

## 6. INSTRUCTIONS FOR THE MAKING OF PAYMENTS

- 6.1. The council will make safe and efficient arrangements for the making of its payments.
- 6.2. Following authorisation under Financial Regulation 5 above, the council, a duly delegated committee or, if so delegated, the Clerk or RFO shall give instruction that a payment shall be made.
- 6.3. All payments shall be effected by cheque or other instructions to the council's bankers, or otherwise, in accordance with a resolution of council or duly delegated committee.
- 6.4. Cheques or orders for payment drawn on the bank account in accordance with the schedule as presented to council or committee shall be signed by two members of council in accordance with a resolution instructing that payment. A member who is a bank signatory, having a connection by virtue of family or business relationships with the beneficiary of a payment, should not, under normal circumstances, be a signatory to the payment in question.

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- 6.5. To indicate agreement of the details shown on the cheque or order for payment with the counterfoil and the invoice or similar documentation, the signatories shall each also initial the cheque counterfoil.
- 6.6. Cheques or orders for payment shall not normally be presented for signature other than at a council or committee meeting (including immediately before or after such a meeting). Any signatures obtained away from such meetings shall be reported to the council at the next convenient meeting.
- 6.7. If thought appropriate by the council, payment for utility supplies (energy, telephone and water) and any National Non-Domestic Rates may be made by variable direct debit provided that the instructions are signed by two members and any payments are reported to council as made. The approval of the use of a variable direct debit shall be renewed by resolution of the council at least every two years.

6.8. If thought appropriate by the council, payment for certain items (principally salaries) may be made by banker's standing order provided that the instructions are signed, or otherwise evidenced by two members are retained and any payments are reported to council as made. The approval of the use of a banker's standing order shall be renewed by resolution of the council at least every two years.

6.9. If thought appropriate by the council, payment for certain items may be made by BACS or CHAPS methods provided that the instructions for each payment are signed, or otherwise evidenced, by two authorised bank signatories, are retained and any payments are reported to council as made. The approval of the use of BACS or CHAPS shall be renewed by resolution of the council at least every two years.

6.10. If thought appropriate by the council payment for certain items may be made by internet banking transfer provided evidence is retained showing which members approved the payment.

6.11. Where a computer requires use of a personal identification number (PIN) or other password(s), for access to the council's records on that computer, a note shall be made of the PIN and Passwords and shall be handed to and retained by the Chairman of Council in a sealed dated envelope. This envelope may not be opened other than in the presence of two other councillors. After the envelope has been opened, in any circumstances, the PIN and / or passwords shall be changed as soon as practicable. The fact that the sealed envelope has been opened, in whatever circumstances, shall be reported to all members immediately and formally to the next available meeting of the council. This will not be required for a member's personal computer used only for remote authorisation of bank payments.

6.12. No employee or councillor shall disclose any PIN or password, relevant to the working of the council or its bank accounts, to any person not authorised in writing by the council or a duly delegated committee.

6.13. Regular back-up copies of the records on any computer shall be made and shall be stored securely away from the computer in question, and preferably off site.

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6.14. The council, and any members using computers for the council's financial business, shall ensure that anti-virus, anti-spyware and firewall software with automatic updates, together with a high level of security, is used.

6.15. Where internet banking arrangements are made with any bank, the Clerk [RFO] shall be appointed as the Service Administrator. The bank mandate approved by the council shall identify a number of councillors who will be authorised to approve transactions on those accounts. The bank mandate will state clearly the amounts of payments that can be instructed by the use of the Service Administrator alone, or by the Service Administrator with a stated number of approvals.

6.16. Access to any internet banking accounts will be directly to the access page (which may be saved under "favourites"), and not through a search engine or e-mail link. Remembered or saved passwords facilities must not be used on any computer used for council banking work. Breach of this Regulation will be treated as a very serious matter under these regulations.

6.17. Changes to account details for suppliers, which are used for internet banking may only be changed on written hard copy notification by the supplier and supported by hard copy authority for change signed by [two of] the Clerk [the RFO] [a member]. A programme of regular checks of standing data with suppliers will be followed.

6.18. Any Debit Card issued for use will be specifically restricted to the Clerk [and the RFO] and will also be restricted to a single transaction maximum value of [£500] unless authorised by council or finance committee in writing before any order is placed.

6.19. A pre-paid debit card may be issued to employees with varying limits. These limits will be set by the council [Finance Committee]. Transactions and purchases made will be reported to the [council] [relevant committee] and authority for topping-up shall be at the discretion of the [council] [relevant committee].

6.20. Any corporate credit card or trade card account opened by the council will be specifically restricted to use by the Clerk [and RFO] and shall be subject to automatic payment in full at each month-end. Personal credit or debit cards of members or staff shall not be used under any circumstances.

6.21. The council will not maintain any form of cash float. All cash received must be banked intact. Any payments made in cash by the Clerk [or RFO] (for example for postage or minor stationery items) shall be refunded on a regular basis, at least quarterly.

~~6.8. — The RFO may provide petty cash to officers for the purpose of defraying operational and other expenses. Vouchers for payments made shall be forwarded to the RFO with a claim for reimbursement.~~

~~a) — The RFO may maintain a petty cash imprest balance of £50 for the purpose of defraying operational and other expenses. Vouchers for payments made from petty cash shall be kept to substantiate the payment.~~

**Wickhambrook Parish Council**

- ~~b) — Income received must not be paid into the petty cash amount but must be separately banked, as provided elsewhere in these regulations.~~
- ~~c) — Payments to maintain the petty cash float shall be shown separately on the schedule of payments presented to council under 5.2 above.~~

**7. PAYMENT OF SALARIES**

- 7.1. As an employer, the council shall make arrangements to meet fully the statutory requirements placed on all employers by PAYE and National Insurance legislation. The payment of all salaries shall be made in accordance with payroll records and the rules of PAYE and National Insurance currently operating, and salary rates shall be as agreed by council, or duly delegated committee.
- 7.2. Payment of salaries and payment of deductions from salary such as may be required to be made for tax, national insurance and pension contributions, or similar statutory or discretionary deductions must be made in accordance with the payroll records and on the appropriate dates stipulated in employment contracts, provided that each payment is reported to the next available council meeting, as set out in these regulations above.
- ~~7.3.~~ No changes shall be made to any employee's pay, emoluments, or terms and conditions of employment without the prior consent of the council.
- ~~7.3.7.4.~~ Each and every payment to employees of net salary and to the appropriate creditor of the statutory and discretionary deductions shall be recorded in a separate confidential record (confidential cash book). This confidential record is not open to inspection or review (under the Freedom of Information Act 2000 or otherwise) other than:
- a) by any councillor who can demonstrate a need to know;
  - b) by the internal auditor;
  - c) by the external auditor; or
  - d) by any person authorised under Audit Commission Act 1998, or any superseding legislation.
- ~~7.4.7.5.~~ The total of such payments in each calendar month shall be reported with all other payments as made as may be required under these Financial Regulations, to ensure that only payments due for the period have actually been paid.
- ~~7.5.7.6.~~ An effective system of personal performance management should be maintained for the senior officers.
- ~~7.6.7.7.~~ Any termination payments shall be supported by a clear business case and reported to the council. Termination payments shall only be authorised by council.
- ~~7.7.7.8.~~ Before employing interim staff the council must consider a full business case.

**8. LOANS AND INVESTMENTS**

- 8.1. All borrowings shall be effected in the name of the council, after obtaining any necessary borrowing approval. Any application for borrowing approval shall be approved by Council as to terms and purpose. The application for borrowing approval, and subsequent arrangements for the loan shall only be approved by full council.

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- 8.2. Any financial arrangement which does not require formal borrowing approval from the Secretary of State/Welsh Assembly Government (such as Hire Purchase or Leasing of tangible assets) shall be subject to approval by the full council. In each case a report in writing shall be provided to council in respect of value for money for the proposed transaction.
- 8.3. The council will arrange with the council's banks and investment providers for the sending of a copy of each statement of account to the Chairman of the council at the same time as one is issued to the Clerk or RFO.
- 8.4. All loans and investments shall be negotiated in the name of the council and shall be for a set period in accordance with council policy.
- 8.5. The council shall consider the need for an Investment Strategy and Policy which, if drawn up, shall be in accordance with relevant regulations, proper practices and guidance. Any Strategy and Policy shall be reviewed by the council at least annually.
- 8.6. All investments of money under the control of the council shall be in the name of the council.
- 8.7. All investment certificates and other documents relating thereto shall be retained in the custody of the RFO.
- 8.8. Payments in respect of short term or long term investments, including transfers between bank accounts held in the same bank, or branch, shall be made in accordance with Regulation 5 (Authorisation of payments) and Regulation 6 (Instructions for payments).

**9. INCOME**

- 9.1. The collection of all sums due to the council shall be the responsibility of and under the supervision of the RFO.
- 9.2. Particulars of all charges to be made for work done, services rendered or goods supplied shall be agreed annually by the council, notified to the RFO and the RFO shall be responsible for the collection of all accounts due to the council.
- 9.3. The council will review all fees and charges at least bi-annually, following a report of the Clerk.
- 9.4. Any sums found to be irrecoverable and any bad debts shall be reported to the council and shall be written off in the year.
- 9.5. All sums received on behalf of the council shall be banked intact as directed by the RFO. In all cases, all receipts shall be deposited with the council's bankers with such frequency as the RFO considers necessary.
- 9.6. The origin of each receipt shall be entered on the paying-in slip.
- 9.7. Personal cheques shall not be cashed out of money held on behalf of the council.
- 9.8. The RFO shall promptly complete any VAT Return that is required. Any repayment claim due in accordance with VAT Act 1994 section 33 shall be made at least annually coinciding with the financial year end.
- 9.9. Where any significant sums of cash are regularly received by the council, the RFO shall take such steps as are agreed by the council to ensure that more than one person is present when the cash is counted in the first instance, that there is a reconciliation to some form of control such as ticket issues, and that appropriate care is taken in the security and safety of individuals banking such cash.



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### 10. ORDERS FOR WORK, GOODS AND SERVICES

- 10.1. An official order or letter shall be issued for all work, goods and services unless a formal contract is to be prepared or an official order would be inappropriate. Copies of orders shall be retained.
- 10.2. Order books shall be controlled by the RFO.
- 10.3. All members and officers are responsible for obtaining value for money at all times. An officer issuing an official order shall ensure as far as reasonable and practicable that the best available terms are obtained in respect of each transaction, usually by obtaining three or more quotations or estimates from appropriate suppliers, subject to any *de minimis* provisions in Regulation 11.1 below.
- 10.4. A member may not issue an official order or make any contract on behalf of the council.
- 10.5. The RFO shall verify the lawful nature of any proposed purchase before the issue of any order, and in the case of new or infrequent purchases or payments, the RFO shall ensure that the statutory authority shall be reported to the meeting at which the order is approved so that the minutes can record the power being used.

### 11. CONTRACTS

- 11.1. Procedures as to contracts are laid down as follows:
  - a. Every contract shall comply with these financial regulations, and no exceptions shall be made otherwise than in an emergency provided that this regulation need not apply to contracts which relate to items (i) to (vi) below:
    - i. for the supply of gas, electricity, water, sewerage and telephone services;
    - ii. for specialist services such as are provided by solicitors, accountants, surveyors and planning consultants;
    - iii. for work to be executed or goods or materials to be supplied which consist of repairs to or parts for existing machinery or equipment or plant;
    - iv. for work to be executed or goods or materials to be supplied which constitute an extension of an existing contract by the council;
    - v. for additional audit work of the external auditor up to an estimated value of £500 (in excess of this sum the Clerk and RFO shall act after consultation with the Chairman and Vice Chairman of council); and
    - vi. for goods or materials proposed to be purchased which are proprietary articles and / or are only sold at a fixed price.
  - b. Where the council intends to procure or award a public supply contract, public service contract or public works contract as defined by The Public Contracts Regulations 2015 ("the Regulations") which is valued at £25,000 or more, the council shall comply with the relevant requirements of the Regulations<sup>2</sup>.
  - c. The full requirements of The Regulations, as applicable, shall be followed in respect of the tendering and award of a public supply contract, public service contract or public works contract which exceed thresholds in The Regulations set by the Public Contracts Directive 2014/24/EU (which may change from time to time)<sup>3</sup>.

<sup>2</sup> The Regulations require councils to use the Contracts Finder website to advertise contract opportunities, set out the procedures to be followed in awarding new contracts and to publicise the award of new contracts

<sup>3</sup> Thresholds currently applicable are:

- a. For public supply and public service contracts £213,477
- b. For public works contracts £5,336,937

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- d. When applications are made to waive financial regulations relating to contracts to enable a price to be negotiated without competition the reason shall be embodied in a recommendation to the council.
- e. Such invitation to tender shall state the general nature of the intended contract and the Clerk shall obtain the necessary technical assistance to prepare a specification in appropriate cases. The invitation shall in addition state that tenders must be addressed to the Clerk in the ordinary course of post. Each tendering firm shall be supplied with a specifically marked envelope in which the tender is to be sealed and remain sealed until the prescribed date for opening tenders for that contract.
- f. All sealed tenders shall be opened at the same time on the prescribed date by the Clerk in the presence of at least one member of council.
- g. Any invitation to tender issued under this regulation shall be subject to Standing Orders, <sup>4</sup> 18a(v) and 18c and shall refer to the terms of the Bribery Act 2010.
- h. When it is to enter into a contract of less than £25,000 in value for the supply of goods or materials or for the execution of works or specialist services other than such goods, materials, works or specialist services as are excepted as set out in paragraph (a) the Clerk or RFO shall obtain 3 quotations (priced descriptions of the proposed supply); where the value is below £3,000 and above £1000 the Clerk or RFO shall strive to obtain 3 estimates. Otherwise, Regulation 10.3 above shall apply.
  - i. The council shall not be obliged to accept the lowest or any tender, quote or estimate.
  - j. Should it occur that the council, or duly delegated committee, does not accept any tender, quote or estimate, the work is not allocated and the council requires further pricing, provided that the specification does not change, no person shall be permitted to submit a later tender, estimate or quote who was present when the original decision making process was being undertaken.

## 12. PAYMENTS UNDER CONTRACTS FOR BUILDING OR OTHER CONSTRUCTION WORKS (PUBLIC WORKS CONTRACTS)

- 12.1. Payments on account of the contract sum shall be made within the time specified in the contract by the RFO upon authorised certificates of the architect or other consultants engaged to supervise the contract (subject to any percentage withholding as may be agreed in the particular contract).
- 12.2. Where contracts provide for payment by instalments the RFO shall maintain a record of all such payments. In any case where it is estimated that the total cost of work carried out under a contract, excluding agreed variations, will exceed the contract sum of 5% or more a report shall be submitted to the council.
- 12.3. Any variation to a contract or addition to or omission from a contract must be approved by the council and Clerk to the contractor in writing, the council being informed where the final cost is likely to exceed the financial provision.

## 13. ASSETS, PROPERTIES AND ESTATES

- 13.1. The Clerk shall make appropriate arrangements for the custody of all title deeds and Land Registry Certificates of properties held by the council. The RFO shall ensure a record is maintained of all properties held by the council, recording the location, extent, plan, reference,

<sup>4</sup> Based on NALC's model standing order 18d in Local Councils Explained © 2013 National Association of Local Councils

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purchase details, nature of the interest, tenancies granted, rents payable and purpose for which held in accordance with Accounts and Audit Regulations.

- 13.2. No tangible moveable property shall be purchased or otherwise acquired, sold, leased or otherwise disposed of, without the authority of the council, together with any other consents required by law, save where the estimated value of any one item of tangible movable property does not exceed £250.
- 13.3. No real property (interests in land) shall be sold, leased or otherwise disposed of without the authority of the council, together with any other consents required by law. In each case a report in writing shall be provided to council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate).
- 13.4. No real property (interests in land) shall be purchased or acquired without the authority of the full council. In each case a report in writing shall be provided to council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate).
- 13.5. Subject only to the limit set in Regulation 14.2 above, no tangible moveable property shall be purchased or acquired without the authority of the full council. In each case a report in writing shall be provided to council with a full business case.
- 13.6. The RFO shall ensure that an appropriate and accurate Register of Assets and Investments is kept up to date. The continued existence of tangible assets shown in the Register shall be verified at least annually, possibly in conjunction with a health and safety inspection of assets.

**14. INSURANCE**

- 14.1. Following the annual risk assessment (per Regulation 17), the RFO shall effect all insurances and negotiate all claims on the council's insurers.
- 14.2. The RFO shall keep a record of all insurances effected by the council and the property and risks covered thereby and annually review it.
- 14.3. The RFO shall be notified of any loss liability or damage or of any event likely to lead to a claim, and shall report these to council at the next available meeting.
- 14.4. All appropriate members and employees of the council shall be included in a suitable form of security or fidelity guarantee insurance which shall cover the maximum risk exposure as determined annually by the council, or duly delegated committee.

**15. RISK MANAGEMENT**

- 15.1. The council is responsible for putting in place arrangements for the management of risk. The Clerk shall prepare, for approval by the council, risk management policy statements in respect of all activities of the council. Risk policy statements and consequential risk management arrangements shall be reviewed by the council at least annually.
- 15.2. When considering any new activity, the Clerk shall prepare a draft risk assessment including risk management proposals for consideration and adoption by the council.

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**16. SUSPENSION AND REVISION OF FINANCIAL REGULATIONS**

- 16.1. It shall be the duty of the council to review the Financial Regulations of the council from time to time. The Clerk shall make arrangements to monitor changes in legislation or proper practices and shall advise the council of any requirement for a consequential amendment to these Financial Regulations.
- 16.2. The council may, by resolution of the council duly notified prior to the relevant meeting of council, suspend any part of these Financial Regulations provided that reasons for the suspension are recorded and that an assessment of the risks arising has been drawn up and presented in advance to all members of council.