

Customer Terms and Conditions for Client Accounts

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These are the terms and conditions under which Jordan International Bank PLC provides services to you, our Customer, in relation to the Account that you have agreed to open with the Bank ("**your Account**").

We have done our best to provide you with these Terms and Conditions in plain English. However, this is a contractual document that sets out the rights and the obligations of the Bank and of you as our Customer, and it is necessary to use technical terminology in order to present these rights and obligations correctly.

A Customer Terms and Conditions

1. **Definitions**

These Terms employ various definitions, as follows:

Your Account	is defined at 3 below
Application Form	the form referred to at 2.3.1 below
Agreement	your agreement with the Bank for the opening and operation of your Account and for the provision to you of such other services as may be agreed from time to time. It is comprised of (1) these Terms; (2) the Application Form; and (3) such other material, notices or communications which we provide to you from time to time and which we state are to be treated as being part of the Agreement
The Bank	refers to Jordan International Bank PLC (and please note that when these Terms and Conditions refer to we, us or our, this refers to the Bank as well).
Business Day	a day on which banks in the City of London are generally open for non-automated business (other than where this is a Saturday, a Sunday or a public holiday in any part of the United Kingdom)
Customer, you and your	refers to you, the Bank's customer
FCA	means the Financial Conduct Authority
FCA Rules	means the rules and regulations made by the FCA from time to time, as they apply to the Bank's business
Force majeure	defined in accordance with 18 below
General Rules and Regulations	refers to all of the applicable laws, rules and regulations that govern the operation of our business and impact on our relationship with you and our other customers.
PRA	means the Prudential Regulation Authority
Your Relationship Manager	means the member of the Bank's staff who is specifically designated as your principal point of contact within the Bank for the discussion of your Account and of all business matters between yourself and the Bank. Prior to your receiving these Terms and your Application Form, he or she will have made him- or herself known to you.
These Terms	means the terms and conditions of the Bank set out in this document

2. **Preliminaries**

2.1 Our incorporation, regulatory status etc.

2.1.1 Jordan International Bank PLC is authorised and regulated in the United Kingdom by the PRA and is regulated for the conduct of its business by the FCA. Our reference number with our Regulators is 183722.

2.1.2 The Bank is incorporated as a public limited company in England and Wales with company number 01814093 and we operate our business from our registered office address, namely Almack House, 26-28 King Street, London, SW1Y 6QW.

2.2 Right to decline

We reserve the right to decline to open an account for you without giving you any reason for our decision. We are not liable for any costs, expenses or losses which you may incur in such circumstances.

2.3 Documentary basis of your relationship with the Bank

Your contract with the Bank in relation to your Account includes, as well as these Terms and Conditions:

2.3.1 The Application Form for the opening of your Account (which, among other things, specifies the type of Account that you have agreed to open);

2.3.2 The Schedule of Charges, which the Bank makes in relation to your Account and the services which the Bank provides to you; and

2.3.3 Any other materials which your Relationship Manager has provided to you in the context of opening your Account.

Please note that the Schedule of Charges mentioned in 2.3.2 and the other materials mentioned in 2.3.3 may be subject to change from time to time. The notice that you are entitled to receive of such changes is explained in these Terms.

2.4 Personal or Business Account Customer

The Application Form will determine whether you are contracting with the Bank as a Personal Account Customer or a Business Account Customer. These Terms are generic to all Accounts opened at the Bank, though specific provisions in them (which will be clearly designated) apply only to Personal Account Customers. For these purposes:

2.4.1 A Personal Account Customer is an individual or a trustee or other representative for an individual, where your Account has been opened for purely personal, non-commercial use; and

2.4.2 A Business Account Customer is:

2.4.2.1 any body corporate or unincorporated entity; as well as

2.4.2.2 any individual who has notified the Bank that he or she requires the Account for business purposes.

2.5 Application Form and supporting information

Before we are able to open your Account or provide you with any further services, you will need to complete the Application Form and return the original signed form to us. In addition to the Application Form there is certain information that we will need from you in order to comply with various legal requirements such as anti-money laundering regulations, as well as our own risk management procedures. This should be discussed with your Relationship Manager upon application, but for example will include:

2.5.1 identity or identification documents;

2.5.2 references, if required;

2.5.3 details of the purpose of your Account;

2.5.4 details of the source of funds to be deposited into your Account; and

2.5.5 details of the source of your underlying wealth.

2.6 When these Terms come into force

These Terms will come into force from the last to occur of the following:

2.6.1 The date on which you complete and return to the Bank the Application Form provided to you (as referred to in 2.3.1 above);

2.6.2 The date on which all further details and information sought in accordance with 2.5 above is provided in a form satisfactory to the Bank;

2.6.3 The date on which you transfer to or deposit with the Bank the initial amount to be credited to your Account; or

2.6.4 The date on which the Bank completes all required identification procedures in relation to you and to the source of your funds, as required under General Rules and Regulations.

3. Your Account

3.1 Upon the coming into force of these Terms, the Bank will open for you:

3.1.1 a current account in the relevant currency, which will operate as a "payment account" for the purposes of our compliance on your behalf with the provisions of the Payment Services Regulations 2009, and into or through which all payments we make on your behalf will be negotiated; and

3.1.2 having regard to the Application Form, such further payment, deposit or other accounts as are relevant to the nature of the overall service that the Bank provides to you.

3.2 The Bank will open such further or other accounts as you may additionally require from time to time for the purposes of the service which the Bank provides to you.

3.3 For the purposes of this Agreement, "your Account" may as necessary (or as specifically advised by your Relationship Manager) refer to each, all or any of the accounts to which this section 3 relates.

4. Minimum Account Balance

4.1 We reserve the right from time to time to impose or change the minimum balance requirement for your Account.

4.2 We will tell you in writing if a minimum balance applies to your Account before you open it and if we propose to change this minimum balance, we will give you two months' notice of the new minimum balance for your Account.

4.3 If we impose a minimum balance and you do not maintain that amount in your Account, we may (if we choose to do so):

4.3.1 close your Account entirely and return the funds in it to you (less any fees or other amounts that you owe us); or

4.3.2 close any one or more component accounts within your Account, consolidating the balance or balances remaining on any one or more component accounts still open.

4.4 Please note that 4.1 to 4.3 above apply also to any further or other Accounts that you may open with the Bank from time to time.

5. Keeping each other informed

5.1 Keeping us up to date

5.1.1 It is essential that you keep us informed of any changes to your situation, contact or personal details or any other important changes that are relevant to us. Examples of the details you should keep us up to date on include changes to any of the following:

5.1.1.1 name

5.1.1.2 nationality (please see below on "Tax authorities abroad")

5.1.1.3 correspondence address (we may require proof of address before changing our records)

5.1.1.4 residential address (we may require proof of address before changing our records)

5.1.1.5 telephone number

5.1.1.6 fax number

5.1.1.7 e-mail address

5.1.1.8 signature.

5.1.2 In addition to the above information, you agree to tell us as soon as is reasonably possible if any event occurs which would cause us, acting reasonably, to consider terminating an Account. This includes, but is not limited to the following:

5.1.2.1 you are declared bankrupt (or for a corporate entity, insolvent, or placed into liquidation or under administration) in any jurisdiction or are unable to pay your debts as they fall due;

- 5.1.2.2 you are convicted in any jurisdiction of a criminal offence for which a person is liable on conviction to imprisonment (whether or not also liable to any other penalty); or
- 5.1.2.3 you are under investigation in any jurisdiction in respect of any allegation of, or relating to, financial impropriety, insider dealing, corporate misconduct, breach of international sanctions, corruption, money laundering, trafficking in drugs or other illegal goods or terrorism.

5.2 Tax authorities abroad

- 5.2.1 You must tell us your nationality and if/when this changes, including also if you have dual nationality especially if you have or become a U.S. person, so that we can meet our obligations under FATCA (the Foreign Account Tax Compliance Act of the United States). We cannot offer any advice relating to FATCA, and we recommend customers contact a professional tax adviser to discuss your personal tax situation if needed.
- 5.2.2 You may have tax liability in another jurisdiction in respect of the interest we pay you on your Account. You must inform us of your tax status or circumstances and any changes to these.
- 5.2.3 If we have reason to think that you are required to report your income or that you are subject to tax in another country, we may have to share information about your Account with the relevant tax authorities. If we need to request extra documents or information from you about this, you must supply it. If you do not we may close your Account or, if we are required by law, we may withhold parts of certain payments received into your Account, and pass these to the relevant tax authorities.
- 5.2.4 It is your sole responsibility to obtain tax advice in respect of any Account and to submit all appropriate income information, including returns and disclosures, to the relevant tax authorities.

5.3 Sending you information

- 5.3.1 We will send you any letter, notice, correspondence, cheque or other document ("**Communications**") at the correspondence address we hold for you on our records, unless you otherwise instruct us in writing. We are not liable for any losses you may suffer as a result of your failure to advise us of any changes in your address or other details.
- 5.3.2 Any Communications sent to you by post, will be treated as having been received 5 Business Days following postage (unless we establish it to have been received earlier).

5.4 Marketing

The Bank will from time to time want to send information to customers such as yourself for the purposes of marketing the Bank's services. You will be asked on completion of the Application Form to indicate whether you consent to this, for the purposes of the Bank's compliance with its obligations under the Data Protection Act 1998, and the Bank will only arrange for marketing communications to be sent to you if you have expressly consented to receive them. Further provisions concerning the Bank's compliance with the Data Protection Act 1998 are set out in 13 below.

5.5 Statements and other Account information

- 5.5.1 We will send you Account statements and Communications to the correspondence address we hold for you on our records. You may opt to stop receiving statements by post.
- 5.5.2 You can ask us to keep your statements and any other Communications, for you to collect within a maximum of one year (unless you opt to stop receiving statements by ordinary post). This service is discretionary and is subject to a charge (please refer to the item "Hold Mail" in the Schedule of Charges). Items held after one year will be forwarded to the correspondence address we hold for you on our records. If statements or any other Communications are returned to us undelivered for any reason, we reserve the right to charge our annual fee on a proportionate basis for their retention.
- 5.5.3 If we agree to hold Communications on your behalf such Communications will be regarded as delivered to you and we will not be held liable for any loss you suffer as a consequence of the delay in you collecting any Communications.

5.6 Keeping your Account information safe

Upon receiving statements and any other Communications from us, you must check them carefully for any irregular or incorrect transactions and contact us as soon as is reasonably possible if you have any concerns. It is your responsibility to keep information about your Account confidential and do all you reasonably can to safeguard it against unauthorised use. If you fail to take adequate precautions to keep relevant information about your Account confidential and it becomes apparent that a third party has taken money from your Account, we are not obliged to refund or reinstate any payments made after you have received the statement but before you tell us that your Account has been compromised, even if you were not aware that any such unauthorised use had taken place.

5.7 Communication language

All communications from the Bank to you will be in English, and the Bank may reasonably require that all communications from you to the Bank shall be in English.

6. **Account operation**

6.1 Using your Account

You can only use your Account for the purpose for which it has been opened (as stated in the Application Form or otherwise agreed with your Relationship Manager). If you have opened your Account in the capacity of a retail client of the Bank, then you may not use your Account for business purposes.

6.2 How to give us instructions

As far as we can, we will carry out instructions relating to your Account accurately and promptly. You can give us instructions in the following ways:

- 6.2.1 in person at our office
- 6.2.2 in writing (including by post, email or facsimile)
- 6.2.3 by telephone.

We will tell you if for any reason you cannot use any of these methods for a particular Account or service.

6.3 We will not be liable for any fraudulent payment instruction given by facsimile or email. Certain forms of communication are not completely secure and you must take adequate precautions to ensure that others do not access, read or use your information without your consent. We generally advise against you using emails to send to us confidential information. We will not be liable if due to circumstances beyond our reasonable control communications are intercepted delayed, corrupted, not received or received by someone other than you.

6.4 To keep your money safe and to avoid mistakes, we will only follow instructions if we think that they:

- 6.4.1 are **complete**: meaning that they contain all the information we need;
- 6.4.2 are **clear**: meaning that we can understand the instructions without problems. Unless an instruction is obviously wrong, we will assume you have given us the correct information (e.g. we will assume that the payment details you have given are correct); and
- 6.4.3 come from you: we will take steps to check instructions which we reasonably consider to be unusual before we act.

6.5 Authorising someone else to give instructions

You can authorise another person to operate your Account for you, by completing our Authorised Signatory Mandate. If you do so and we receive and accept the Mandate, we will deal with that person as if he or she were you for the purposes of these Terms and Conditions, but we will only use information about that person to allow him or her to run the Account.

6.6 When we do not have to follow your instructions

Subject to these Terms and Conditions, we will generally carry out your instructions if they are legal. However, we do not have to follow an instruction if:

- 6.6.1 it is incomplete or unclear, or we do not think it came from you;
- 6.6.2 it is contrary to any Authorised Signatory Mandate in place at the time;
- 6.6.3 by carrying out the instruction we might break a law, regulation, code or other duty that applies to us, or it might expose us to claims from third parties;
- 6.6.4 we reasonably think a payment into or out of an Account is connected to fraud or any other criminal activity, including where the funds are being obtained through deception;
- 6.6.5 it is to make a payment to an account that cannot accept payments through the payment system we normally use. In this case, we will tell you if there is another way to make the payment (there may be a charge for other methods);
- 6.6.6 we reasonably believe that following the instruction might expose us (or a company in our group) to legal action or censure from any government, regulator or law enforcement agency;

- 6.6.7 it is for a payment involving one or more of a limited number of listed countries where we will not trade (we will tell you which countries these are if you ask us); or
- 6.6.8 you do not have the available funds to make the payment or you have exceeded a limit we have applied to your Account (for example we may apply limits to certain types of payment).
- 6.7 Deposits
- 6.7.1 We accept deposits in principle; however we may reasonably decline to accept a deposit (whether by you or any other person) if:
- 6.7.1.1 the payment instruction is incomplete or unclear;
- 6.7.1.2 by accepting the deposit we might break a law, regulation, code or other duty that applies to us, or it might expose us to claims from third parties;
- 6.7.1.3 we reasonably believe that a payment into the Account is connected to fraud or any other criminal activity, including where the funds are being obtained through deception; or
- 6.7.1.4 we reasonably believe that accepting the deposit might expose us (or a company in our group) to legal action or censure from any government, regulator or law enforcement agency.
- 6.7.2 Funds may be deposited into your Account by:
- 6.7.2.1 a cheque sent direct to us (please see section on “cheques” below for further details);
- 6.7.2.2 a SWIFT/telegraphic transfer or other electronic payment system compatible with our systems and processes; or
- 6.7.2.3 by standing order from another bank or building society.
- 6.7.3 Deposits by cheque in any of the foreign currencies from time to time acceptable to us will be negotiated or collected, subject to our fees which will be deducted from the proceeds (please see our Schedule of Charges). For these purposes:
- 6.7.3.1 **Collected** means, if you are happy to wait for the funds, we can collect the cheque. This means we send it to the paying bank for you. We then have to wait for the payment from the paying bank. The time this takes depends on each bank and the country it is based in. We will then pay you the amount of cleared funds, either in the foreign currency if you have an account with us in that currency, or converted into Sterling using our reference exchange rate at the time of the conversion.
- 6.7.3.2 **Negotiated** means, if you need funds more quickly, then for certain countries and currencies we can at our sole discretion negotiate the cheque. This means we need to trust that the cheque will clear, and pay the money into your Account in advance on a date agreed with you, converted into Sterling using our reference exchange rate at the time of the conversion. However, if we do so and the other bank returns the cheque or asks for the money to be returned to it, then we will have to take the money from your Account again. The amount we send back to the other bank is likely to be different from the amount we paid in. This will happen if the reference exchange rate has changed or if we deduct charges for the costs we incurred in trying to get the money for you.
- 6.8 Fixed Term Deposit Accounts and Notice Accounts
- 6.8.1 Our fixed term deposit accounts typically run for periods of one week, one month, three months, six months or 12 months (“the deposit period”), and at the end of a deposit period, unless we have been instructed by you to terminate the given deposit and pay the deposited sum plus interest to you (or to your order), the given deposit will roll over into a further deposit period on the same terms as previously.
- 6.8.2 Interest on fixed term deposit is credited at the end of the deposit period.
- 6.8.3 You may give us notice to break a fixed term deposit on a date prior to the end of the relevant deposit period. If you do so, then we will charge your Account the greater of:
- 6.8.3.1 £100; or
- 6.8.3.2 1% of the moneys on deposit;

representing the cost to us (or a fair pre-estimate of such cost) of purchasing funds in the market in order to repay the deposit on the date on which the notified break is to take effect.

6.8.4 Our notice accounts typically run for periods of 31 or 96 days ("the notice period") and at the end of a notice period, unless we have been instructed by you to terminate the given notice account and pay the deposited sum plus interest to you (or to your order), the given notice account will roll over into a further notice period on the same terms as previously.

6.8.5 Interest on notice accounts accrues daily, and is credited:

6.8.5.1 in full at the end of the notice period; or

6.8.5.2 proportionately if the notice account is terminated before the end of the notice period, but subject to 6.8.6 below.

Please note that interest rates for our notice accounts are based upon the Bank's variable interest rates, which fluctuate in accordance with the market. Details of applicable and historic rates can be obtained from us.

6.8.6 You may give us notice to withdraw from a notice account on a date prior to the end of the relevant notice period. We allow such an early withdrawal:

6.8.6.1 of not more than 10% of the principal value of a 31 day notice account; or

6.8.6.2 of not more than 30% of the principal value of a 96 day notice account

without penalty. Where you notify us of an early withdrawal from your notice account of an amount that exceeds these percentages, 6.8.3 shall apply in the same way as to broken fixed term deposit.

6.8.7 Please note that 6.10 below is also relevant to instructions to break a fixed term deposit or withdraw from a notice account.

6.8.8 The Bank publishes the applicable interest rates for fixed term deposit accounts and notice accounts, and further information and terms applicable to them, in a separate Rate Sheet, which should be read in conjunction with this section 6.8.

6.9 Cut Off times

6.9.1 "Cut off time" means the UK time before which a transaction or a request should be made by you in order to be processed on the same Business Day. Cut off times depend on the "cut off" time for the particular method of making or receiving payments.

6.9.1.1 If you give us a payment instruction before 12.00 pm on a Business Day for same day processing we will process it that Business Day.

6.9.1.2 In general instructions in relation to currencies other than Sterling or US Dollars received after 12.00 pm on a Business Day will be processed on the next Business Day.

6.9.1.3 However, we will action payments in Sterling and US dollars on the same Business Day if the instructions are received no later than 3.00 pm. Instructions received after that time will be processed on the next Business Day.

For avoidance of doubt, the times referred to in this provision are times of day in the United Kingdom on the given Business Day.

6.9.2 Please note that we are unable to guarantee the transaction time of any payment where we are reliant on another bank or financial institution is involved in the transaction. We cannot be held liable for any loss incurred as a result of any act, delay or failure to act on the part of such other bank or financial institution.

6.10 Withdrawals

6.10.1 There is no limit on the amount that you may withdraw in any single transaction, provided you have sufficient money in your Account and subject to any minimum balance requirements.

6.10.2 Should you require over £20,000 (or foreign currency equivalent) in cash please ensure that we are given at least two Business Days' prior notice.

6.10.3 Only money in your Account which is available for you to use may be withdrawn.

- 6.10.4 An amount that has been deposited by Sterling cheque drawn on a UK bank may (subject to any delay in the UK cheque clearing system) be withdrawn from the Account six Business Days after receipt (please see section on "Cheques" below for further details).
- 6.10.5 We may, in our sole discretion, act on a payment instruction that may cause your Account to fall below the minimum balance.
- 6.10.6 If requested, withdrawals may be made by bankers' draft/SWIFT transfer and are subject to the fees set out in the Schedule of Charges.
- 6.10.7 All currencies except Sterling will be sent at our reference exchange rate at the time of the conversion unless prior arrangements have been made with us.

6.11 Cheques

- 6.11.1 The Bank will provide you, at your request, with a cheque book in US Dollar, Sterling or Euro if you maintain an account as part of your Account in the requisite currency.
- 6.11.2 We have no obligation to cover a payment when a cheque is drawn in a currency other than the currency in which your Account is held and presented for payment, but if (at our discretion) we agree to cover the payment we will convert the amount into the currency of the Account to cover the payment, at our reference exchange rate at the time.
- 6.11.3 You may stop a cheque that you have written up to 24 hours prior to it being withdrawn from the Account by telephoning us and providing full details of the cheque. We may charge for such service and may debit the Account in accordance with our Schedule of Charges. You must confirm your instructions to us in writing.
- 6.11.4 A cheque issued by you is treated as out of date six months after the date on the cheque. If presented, such cheques will be returned unpaid to the collecting bank with the notice "out of date".
- 6.11.5 We strongly recommend that you do not post-date cheques, because we can still pay them even if they are post-dated.
- 6.11.6 If the cheque you are paying into your Account is in Sterling and drawn on a UK bank, then the cheque clearing process will be as follows (subject to any delay in the UK cheque clearing system):
 - 6.11.6.1 Day 0: we receive the cheque at our office or by post
 - 6.11.6.2 Day 4: (i.e. 4 Business Days later): you start to earn interest (where payable) on the amount of the cheque
 - 6.11.6.3 Day 6: (i.e. 6 Business Days after receipt) the amount is available in your Account and cannot be returned unpaid (i.e. it cannot 'bounce') except in the case of fraud.

6.12 Cheques returned unpaid

If a cheque that you are seeking to pay into your Account is returned unpaid by the bank on which it is drawn, we shall be entitled to deduct the amount of that unpaid cheque from the Account (if previously credited to it) together with any interest we may have accrued on the unpaid cheque, and to charge your Account in accordance with its Schedule of Charges.

7. Joint Accounts

The terms and conditions below apply if you hold an account jointly with others. Each of you is responsible for obligations on the Account.

- 7.1 If you have an Account that can be operated in joint names ("the Joint Account"):
 - 7.1.1 You are both responsible (individually and together) for any money owed to us on the Joint Account; and
 - 7.1.2 Unless you have jointly instructed us otherwise, each of you can use the Joint Account on your own, without the other's approval (this includes instructions to close the Joint Account).
- 7.2 The right of each of you to operate the Joint Account on your own is on the condition that we do not receive notice of a dispute between the Joint Account holders. If one of you tells us of a dispute or if we reasonably think that there is a disagreement about who owns or is entitled to control the money in the Joint Account:
 - 7.2.1 we may freeze all or any part of the funds in the Joint Account without notice to you and without being liable for any loss arising from freezing the Joint Account;
 - 7.2.2 any instructions will need the agreement of all persons whom we recognise as parties to the Joint Account;

- 7.2.3 we can suspend some services on the Joint Account;
- 7.2.4 we can ask you to return cheques. Until they are returned, transactions may still be deducted from the Joint Account; and
- 7.2.5 you are still responsible to us individually and together for any money owed to us on the Joint Account.
- 7.3 We will only transfer the Joint Account into the sole name of one of you if all Account holders agree and all cheque books are returned from the other Account holder(s) and we are satisfied that you have sufficient financial standing to run the Account alone.
- 7.4 If one of you dies, the Account belongs to the remaining Account holder. If there is no Account holder who survives, we will freeze the Joint Account. This means that all standing orders will be cancelled; and the money in your account will normally be held by us until we receive the right forms from the representatives of the estate of the last to have died of the original joint holders.
- 8. Daily fees and charges and notification of changes**
- 8.1 Schedule of Charges
- You agree to pay all applicable charges for all services listed in the Schedule of Charges in connection with the operation of your Account.
- 8.2 Variation of charges
- We may alter or add to any of the charges set out in the Schedule of Charges, after giving you at least two months' written notice.
- 9. Interest**
- 9.1 Paying interest
- Before you open an Account we will tell you if we will pay you interest on the money in it, and how much.
- 9.2 Changes to interest rates
- Interest rates on the Bank's various accounts may vary from time to time (other than where your Account is stipulated to operate at a fixed rate). The Bank's policy is to provide written notice of an interest rate change that operates to your disadvantage within a reasonable period before the new rate takes effect (so as to allow you, within the terms of this Agreement, to approach the Bank to discuss alternative potential arrangements). Where the change in an interest rate operates to your advantage, the Bank need not provide written notice in advance, but will maintain details of applicable rates that are available from the Bank on request.
- 9.3 Interest on funds credited
- 9.3.1 All currency deposits paid into your Account by electronic means (e.g. telegraphic transfer or SWIFT) are classed as cleared funds and provided that they have been received by us on a Business Day prior to 12.00 pm UK time, receive interest where applicable, on and from that Business Day. Funds received this time will be classed as cleared funds and receive interest on and from the next Business Day.
- 9.3.2 Sterling cheque deposits drawn on a UK bank and paid into the Account will accrue interest on the amount of the cheque from the fourth Business Day after presentation to your Account.
- 9.3.3 Non-Sterling cheque deposits paid into your Account are classed as cleared funds and accrue interest the next Business Day after we have received good value. This will depend upon whether the cheque has been negotiated or collected (please see 6.7.3.1 and 6.7.3.2 above).
- 10. Currency conversion and foreign exchange dealing generally**
- 10.1 Currencies
- The Bank will arrange for your Account to contain accounts denominated, as you may request, in any of these currencies: Jordanian Dinar, Sterling, Euros, US Dollars, Japanese Yen and Canadian Dollars. The Bank does not commit to being able to open accounts for you in other currencies, but may in its complete discretion do so upon specific request.
- 10.2 Conversion of cleared funds in an Account currency into another currency
- Cleared funds may be converted into the currencies listed in 10.1 above. These currencies will be credited to your Account upon receipt of your written instructions. We will tell you what information we need from you. Our exchange rates for foreign currency payments are based on market conditions. Please ask at our office or by phone. We may change our exchange rates immediately and without notice to you.
- 10.3 Receipt of cleared funds not in an Account currency

The Bank is generally able to accept funds remitted in a currency that is not one in which you hold an account, but reserves the right to negotiate the resulting foreign exchange transaction via an appropriately regulated payment services firm that can handle the foreign exchange transaction in question (and will pass on to your Account the cost of the service in question). Where funds are not remitted in a currency in which you maintain an account, the Bank will arrange for conversion of those funds to Sterling and credit of the amount to your Account in Sterling, unless the Bank has received your instructions for credit to an account you maintain as part of your Account in a different currency.

10.4 Exchange rates

We can change the reference exchange rates we set at any time and without notice. To find out our reference exchange rates, please ask at our office or by phone. Reference exchange rates are the exchange rates we use as a basis for carrying our foreign currency conversions. They are set by us and change on a daily basis (or sometimes more often).

10.5 Forward foreign exchange contracts

We offer foreign exchange contracts which allow you to buy and sell currencies at a fixed exchange rate for a specified time period. They are a straightforward way to protect against adverse fluctuations in exchange rates and guarantee the value of future transactions. Our foreign exchange contracts are subject to additional terms and rates. Please enquire at our office for details.

10.6 Currency risk in security arrangements

You should be aware that cash or other property held as security for any foreign exchange facility can be eroded and/or lost due to the volatility of foreign exchange markets.

11. **If something goes wrong**

11.1 Overriding provision as to performance

Please note that in general we are unable to guarantee the transaction time of any drawings where we are reliant on another bank or financial institution involved in the transaction. We cannot be held liable for any loss incurred as a result of any act, delay or failure to act on the part of such other bank or financial institution, and will not therefore accept this as being a case of something that goes wrong which we are required to fix at our expense. The remaining provisions of this section 11 should be read accordingly.

11.2 If payments go wrong

11.2.1 *Payment to another bank*

If you ask us to make a payment at another bank and that bank says it never received it, then we will refund the payment amount to your Account unless:

11.2.1.1 there was a mistake in any of the details contained in the payment instruction you gave us (if so, we will make reasonable efforts to recover your money if the payment has gone missing, but we will charge you a fee to cover our costs in doing so and we will tell you how much before we start); or

11.2.1.2 we can show that the payment was received by the other bank.

11.2.2 *Payments under the Direct Debit Scheme*

If we make a mistake on a payment to someone else under the UK Direct Debit Scheme, we will refund you for that mistake as set out in the Direct Debit Guarantee (which you will be given on the Direct Debit form or Direct Debit confirmation).

11.2.3 *Paying more than you expected*

Sometimes you can make a payment by agreeing that someone else can take money out of your Account without you knowing how much the payment is going to be (e.g. renting a car or booking a hotel room). Sometimes, these payments are for more than you were expecting. If this happens, you can ask us for a refund if you meet all the following conditions:

11.2.3.1 you made the payment in the European Economic Area;

11.2.3.2 your authorisation did not specify the exact amount;

11.2.3.3 the amount of the payment is more than you could reasonably have expected to pay, based on the circumstances, including your previous spending patterns. We may ask for more information that we think is reasonably necessary to help us work out if this is the case, and you must give us this information as quickly as you can; and

11.2.3.4 you ask for the refund within eight weeks of the date the money left your account.

We will generally then refund you the sum involved within 10 Business Days of receiving your request or of receiving any information that we require – or we will tell you why in the circumstances we are not able to make the refund to you. If you allow payments to be made from your account using the UK Direct Debit Scheme, the Direct Debit Guarantee (which you will be given on the direct debit form or direct debit confirmation) will apply instead of the terms above.

11.2.4 *Unauthorised payments by a third party*

If a third party takes unauthorised payments from your Account, we will refund the amount unless the unauthorised payment is a result of fraud or negligence on your part.

11.3 If you have a loss you want to claim back from us

If you suffer any loss or damage because of something we have done or not done, then you will generally be able to claim back the loss from us. However, there are exceptions. You cannot claim back if:

11.3.1 you are claiming for business losses or any kind of unforeseeable losses – we will not be liable for these in any circumstances;

11.3.2 the law sets a different level of liability;

11.3.3 you have acted fraudulently or with negligence;

11.3.4 the claim arises from your own breach of these Terms and Conditions

11.3.5 we have not followed an instruction from you for a reason we give in these Terms and Conditions;

11.3.6 any of the details you gave us were wrong or insufficient;

11.3.7 in the event of *force majeure* that affects the performance of this Agreement by either party;

11.3.8 you are asking us to refund the amount of a cheque which we paid even though you had post-dated it; or

11.3.9 in any of the circumstances set out in 12.4 below.

11.4 None of these exceptions will apply, and nothing else in these Terms and Conditions will stop us being liable, if:

11.4.1 we act fraudulently;

11.4.2 we act with negligence; or

11.4.3 we are at fault and the law does not allow us to exclude liability.

11.5 If money has been paid into your Account by mistake

If money appears in your Account which seems to be a mistake, please tell us as soon as you are aware of it. We can take the payment back out of your Account even if we have allowed you to make a payment or to make a withdrawal against it. We do not have to tell you before we take the payment back and we will return the payment, even if you have spent the money. If this means that any of our charges are triggered, we will still apply them. If there is not enough money in your Account to do so, we will take other appropriate steps to recover the money from you, for example but not limited to our right of set-off under 11.6 below.

11.6 Using money in your Account to repay us

11.6.1 If you owe us money and you have not paid it back when you should have done, then we can use money in any of your accounts with us to pay off some or all of the money you owe us. This is called the right of set-off. We will follow any legal requirements or restrictions before doing so. For example, we will not exercise this right against any money that we think you need to meet essential living expenses or certain important debts to which we must give priority.

11.6.2 If we are made aware that money you hold in an account in your name actually belongs to someone else (e.g. it belongs to children), we will not use our right of set-off to take any of that money.

11.6.3 Our right of set-off applies to joint accounts and joint debts as well, so that we can use money in any account to which 7 above applies to pay a debt that only you or the other person owe or money in your joint account or sole account to pay a debt you and someone else owe us together.

- 11.6.4 We can also set off amounts we owe you against amounts you owe other companies in our group, and set off amounts other companies in our group owe you against amounts you owe us, unless the law prevents us doing so.
- 11.7 If you breach these Terms and Conditions
- 11.7.1 If you breach any of these Terms and Conditions, we can claim from you any losses or costs that we reasonably incur as a result of your breach. These include but are not limited to, the costs of tracing you, telling you about the breach and taking steps to deal with the breach, as well as the cost of communicating with you about the breach and enforcing payment of any amount due to us. These will be in addition to recovering from you all amounts that you already owe us (such as any charges for our servicers that you have not yet paid).
- 11.7.2 In addition to the above, we may be able to close the Account as set out in 12.4 below.
- 11.7.3 We do not lose the right to enforce any remedy we have under these Terms and Conditions by not exercising it at the earliest opportunity. If we do not insist immediately that you do anything you are required to do under these Terms and Conditions, or if we delay in taking steps against you in respect of your breaching these Terms and Conditions that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
12. **Closing your Account**
- 12.1 Cancellation
- 12.1.1 You have the right to cancel your Account by contacting us within 14 days from the date you open the Account or the date on which you received these Terms and Conditions, whichever is later. If you contact us within the 14 day period, we will refund any Account fees you may have paid. If you contact us later than 14 days, we will not refund any Account fees that you have paid.
- 12.1.2 If you wish to cancel your Account, you can write to us at the address shown in 12.3. You can use the Cancellation Form we send you for this purpose. You can also do so by phone to the number shown on the Cancellation Form, provided you give us a clear statement of your decision to do so and the details of the Account.
- 12.2 Closure by you
- If you wish to close the Account at any later date, you can do so by giving us signed, written notice (which will be effective upon receipt by us). If you do so, you must (unless we otherwise agree in writing):
- 12.2.1 return to us all cheque books and any other property belonging to us relating to the Account;
- 12.2.2 repay any money you owe us, including any interest and charges and any payments you have already made but that have not yet been taken out of your Account; and
- 12.2.3 inform all third parties with whom you have arranged direct debits and standing orders of the closure of the relevant Account.
- 12.3 Notice to close or cancel
- If you wish to cancel or close your Account, you can write to us at the following address: Jordan International Bank PLC
- Almack House,
26-28 King Street, London,
SW1Y 6QW.
- 12.4 Closure by us
- 12.4.1 We are entitled to close your Account (or a component account within your Account, if relevant) in the following circumstances: In the case of a fixed duration account at the end of the term.
- 12.4.2 Generally, by sending you written notice of at least two months, and without having to specify any reason.
- 12.4.3 By immediate written notice should we find out that you are:
- 12.4.3.1 not eligible for the Account (e.g. through age or residence); or
- 12.4.3.2 no longer meet our stated eligibility criteria (e.g. if we offered you the Account on a certain basis which you no longer meet).

In these circumstances we will try to tell you in advance and help you find an alternative account or service (unless we would be breaking the law by continuing to maintain your account or provide the service);

12.4.4 By immediate written notice where we reasonably believe that:

12.4.4.1 maintaining your Account might expose us (or another company in our group) to action or censure from any government or law enforcement agency;

12.4.4.2 you are in serious or repeated breach of these Terms and Conditions, and we have given you prior written notice of 5 Business Days to remedy any breach that is capable of remedy and you have failed to do so;

12.4.4.3 you have done any of the following

- (a) you have acted in a way that puts us in a position where we are at material risk of acting in breach of any General Rules and Regulations;
- (b) you have given us any false information (at any time);
- (c) you have either committed or attempted to commit fraud against us or someone else;
- (d) you have used (or allowed someone else to use) the Account illegally, inappropriately or for criminal activity (including receiving the proceeds of crime into the Account);
- (e) you or an agent lawfully representing you has behaved in a threatening or abusive manner to our staff; or

12.4.5 By notice in accordance with 18.3 if there is a *force majeure* event persisting for at least 20 Business Days that has for the duration of that period made it impossible or commercially impractical to operate this Agreement.

12.5 Dormant Accounts

12.5.1 If you do not make any transaction on your Account for 12 months and we have not had any communication from you for that period, then we may treat your Account as being dormant. You will cease to have routine access to your Account while dormant, and to make the Account active again, you will have to meet with us at our office or contact us by phone. We will then undertake checks before reactivating your Account.

12.5.2 We participate in the unclaimed assets scheme established under the Dormant Bank and Building Society Accounts Act 2008. The purpose of the scheme is to enable money in dormant accounts to be distributed for the benefit of the community while protecting the rights of customers to reclaim their money.

12.5.3 Under the scheme, we may transfer balances of dormant accounts to Reclaim Fund Limited (**RFL**). RFL is a not-for-profit reclaim fund which is authorised and regulated by the Financial Conduct Authority.

12.5.4 If we transfer the balance of your account to RFL, you will have against RFL whatever right to payment of your balance you would have had against us if the transfer had never happened. However, we will remain responsible for managing all aspects of the customer relationship with you and for handling all repayment claims (which we will do on behalf of RFL). Therefore, you should continue to contact us in the usual way of you have any queries or complaints in relation to your Account or balance.

12.5.5 Both we and RFL participate in the Financial Services Compensation Scheme. The transfer by us to RFL of your balance will not adversely affect any entitlements you have under compensation from the FSCS.

12.6 Freezing your Account

In addition to freezing your Account in compliance with any legal or regulatory requirements or court order, we may freeze all or any part of the funds in an Account without notice to you and without being liable for any loss arising from freezing the Account, if we reasonably think that a payment into or out of an Account is connected to fraud or any other criminal activity, including where the funds are being obtained through deception.

13. **How we use the information we hold about you**

13.1 What information do we hold about you?

The personal information you provide to us, or that we may otherwise hold about you, certainly includes some, and is likely to include all, of the following:

- 13.1.1 your personal details;
- 13.1.2 your family details;
- 13.1.3 your financial details;
- 13.1.4 details of your education and employment;
- 13.1.5 the services you have asked us to provide;
- 13.1.6 visual images of your personal appearance;
- 13.1.7 your racial and ethnic origin;
- 13.1.8 your trade union membership;
- 13.1.9 your physical or mental health details;
- 13.1.10 offences and alleged offences.

13.2 What the information is used for

We will use the personal information we hold about you:

- 13.2.1 to provide our services to you;
- 13.2.2 to process your payment for such services;
- 13.2.3 to develop new and improved products and services to meet the needs of our customers;
- 13.2.4 if you agree, to inform you about similar products that we provide, but you may request us in writing to stop sending such communications;
- 13.2.5 for security, identity verification and training;
- 13.2.6 to communicate with you; and
- 13.2.7 to comply with the law.

13.3 With whom we can share your information

We will keep your information confidential but we may share it with others if we have a duty to do so, if it is required for the management of your Account or law or regulation allows or requires us to do so, or for legitimate business purposes. The persons or entities we may share your information with include:

- 13.3.1 **Credit reference agencies** and they may keep a record of any search that they do;
- 13.3.2 Other companies in our group and our relationship partners (such as our insurance underwriters), which may be outside the UK;
- 13.3.3 Our business partners, suppliers and sub-contractors;
- 13.3.4 Anyone to whom we transfer or may transfer our rights and duties under these Terms and Conditions;
- 13.3.5 Payment processing service providers and others that help us process your payments;
- 13.3.6 In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets;
- 13.3.7 If the Bank is, or substantially all of the Bank's assets are, acquired by a third party, in which case personal data held by us about our customers will be one of the transferred assets;
- 13.3.8 UK and overseas regulators, if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply these Terms and Conditions or to protect the rights, property, or safety of us, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction;

13.3.9 Any other person or entity, if you have specifically instructed us to do so or consented to our doing so in a manner that we are entitled to interpret as general consent to disclose.

13.4 Transfer outside the EEA

The data that we collect from you may be transferred to, and stored at, a location outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. By submitting your personal data, you agree to this transfer, storing or processing. Please note that countries outside the EEA may not have the same level of legal protection, but we will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with These Terms and Conditions.

13.5 Right to retain on Account closure etc.

If you close your Account, or if your application for an Account is declined or you decide not to proceed with your application, we will keep your information afterwards for as long as we are legally allowed to do so. We may continue to collect information from credit reference agencies to use after the Account is closed. This is for legitimate business purposes, for the prevention of fraud and other crime, and for other legal and regulatory purposes.

13.6 Your right to know what personal data of yours we hold

If you want to know the information we hold about you, you can write to us and pay a fee to get a copy.

13.7 Cookies

We may use cookies and similar technologies on our website.

13.7.1 A cookie is a small file of letters and numbers that may be transferred to and stored on your computer or mobile device when you visit the Bank's website or enable images or click on a link in an email that you receive from the Bank. These cookies allow us to distinguish you from other users of our website, which helps us to provide you with a good experience when you browse our website and also allows us to improve our site.

13.7.2 Our current Cookies Policy is set out on the website, and is also replicated in Schedule • to these Terms of Business.

13.8 Telephone recording

We may monitor or record any communications with you including telephone calls. This is for security and training purposes and to check your instructions to us. We are obliged to keep recordings that we make for a period of not less than 6 years.

14. **Changes to these Terms and Conditions**

14.1 Provided that we give you two months' written notice, we can change any part of these Terms and Conditions, including the Schedule of Charges. If you do not want to accept the change and would rather close the Account, you must tell us in writing before the change happens. If you close your Account for this reason, we will not charge you any termination fees.

14.2 We do not have to tell you in advance about a change that is favourable to you (such as a change in interest rates that is favourable to you, as to which please refer to 9.2 above).

15. **Breach**

15.1 Where you are in breach

The provisions of 12.4.4.2 above govern our right to close your Account in relation to circumstances where you have acted in material or persistent breach of this Agreement and have failed to remedy such breaches within 5 Business Days of our notifying you thereof. Further provisions in 12.4.3 and 12.4.4 provide the Bank with other rights to immediately close your Account. In all of these circumstances:

15.1.1 where the Bank closes your Account in its entirety, represents a termination of this Agreement;

15.1.2 the Bank is entitled to deduct from any moneys within your Account that would otherwise be returned to you such sums as compensate the Bank for any loss, damage or costs that it has incurred or which it reasonably believes it may incur within 12 months of closure of the Account, as a result of the circumstances giving rise to the closure of the Account.

15.2 Where we are in breach

You may consider that we have acted in breach of this Agreement. Without prejudice to your rights of complaint under 17.1 below, should you consider that we have acted in breach, you are entitled to notify us in writing, and if we have failed to remedy such breach within 5 Business Days, you are entitled to terminate this Agreement by immediate notice in writing (or oral notice

immediately confirmed in writing). Such notice shall be treated by us as being (or including) a notice to close your Account given in accordance with 12.2 above.

16. **We may transfer these Terms and Conditions to someone else**

We may transfer our rights and obligations under these Terms and Conditions to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Terms and Conditions.

17. **Complaints and compensation arrangements**

17.1 If you have a complaint

17.1.1 If you have a complaint with respect to any matter connected with this Agreement or our services, please write in the first instance to our Compliance Officer. We have procedures designed to resolve your complaint effectively. A copy of our complaints procedure is available on request at our office.

17.1.2 If you are a Personal Account Customer, have made a complaint and are not satisfied with the final response we give under our internal complaint procedures, you can ask the complaint to be resolved by the Financial Ombudsman Service ("FOS"). The FOS was set up by law as a free and independent service for consumers to resolve individual complaints that they have not able to resolve themselves.

17.1.3 Please note that the FOS jurisdiction only applies to persons defined under the FCA Rules as "eligible complainants", and this seldom if ever applies to Business Account Customers. Details of those who are eligible to complain to the FOS and of the limits of the FOS jurisdiction to award compensation can be found on its website: www.financial-ombudsman.org.uk. You can contact FOS at the following address:

The Financial Ombudsman Service Exchange Tower

London E14 9SR

By telephone: 0800 023 4567

17.2 Compensation Arrangements

17.3 We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors who are classified under FCA Rules as "eligible depositors" if a bank is unable to meet its financial obligations. Most Personal Account Customers are covered by the scheme, but in general Business Account Customers of the Bank will not be.

17.3.1 In respect of deposits, an eligible depositor is entitled to claim up to £85,000.

17.3.2 For joint accounts, each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000).

17.3.3 The £85,000 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.

17.4 Further information as to eligibility status, the making of a claim and the other limits that apply to the FSCS's jurisdiction can be found on the FSCS website: www.fscs.org.uk or by contacting the FSCS on 0800 678 1100 or writing to:

Financial Services Compensation Scheme 10th Floor

Beaufort House, 15 St Botolph Street London EC3A 7QU

18. **Force Majeure**

18.1 In certain circumstances, it becomes impossible to perform this Agreement due to matters beyond the reasonable control of the party required to perform. This is referred to in law as *force majeure*. Examples of such circumstances (though this is not to be interpreted as an exclusive list) are:

18.1.1 occurrence of war, civil unrest, revolution or other military intervention, or the threat thereof;

18.1.2 occurrence of acts of terrorism or the threat thereof;

18.1.3 freak weather conditions, including storms, heavy snow or blizzard conditions;

18.1.4 act or intervention of a governmental, regulatory or fiscal body or of the police;

- 18.1.5 breakdown in public or third party computer or communications systems over which we have no effective control; and
- 18.1.6 strikes, lockouts and other analogous industrial action.
- 18.2 The occurrence of a *force majeure* event that prevents a party from performing some aspect of this Agreement shall not be taken to amount to a breach for non-performance by that party.
- 18.3 However, in the event of *force majeure* rendering it impossible to perform this Agreement (or to materially perform it) for a period of at least 20 Business Days, either party has the right to notify the other to terminate this Agreement with immediate effect.
19. **Third party rights**
- For the purposes of the Contracts (Rights of Third Parties) Act 1999, the only persons entitled to sue on this Agreement and enforce any of its provisions are the Bank and you as our customer.
20. **Conflicts of interest**
- 20.1 While it is on the whole unlikely that a conflict of interest arises in the performance of this Agreement, it is not inconceivable. The Bank is responsible for identifying a conflict and of seeking to manage it in a way that is fair to you as the Bank's customer and to all of the Bank's customers.
- 20.2 The Bank maintains a written conflict management policy, which will be provided to you upon written request. In essence, the Bank undertakes to you as follows:
- 20.2.1 Where the Bank considers that a circumstance arises that creates a conflict between the Bank's duty to you and its own position, the Bank will:
- 20.2.1.1 notify you of the circumstance, unless for reasons of confidentiality or compliance with General Rules and Regulations this is not permitted; and then
- 20.2.1.2 EITHER conduct itself in such a way as to place your interests entirely before its own; OR decline to act on the matter or instruction to which the circumstance relates.
- 20.2.2 Where the Bank considers that a circumstance arises that creates a conflict between the Bank's duty to you and its duty to another customer, the Bank will:
- 20.2.2.1 notify you and the other customer of the circumstance, unless for reasons of confidentiality or compliance with General Rules and Regulations this is not permitted; and then
- 20.2.2.2 EITHER conduct itself in such a way as effects to deal fairly as between you and the other customer; OR decline to act for both you and the other customer on the matter or instruction to which the circumstance relates.
21. **Dispute resolution**
- 21.1 The provisions of this section 21 are of paramount interest to Business Account Customers, who do not have access to the Financial Ombudsman Service discussed at 17.1.2 above.
- 21.2 While the provisions of this section may be invoked by the Bank in relation to Personal Account Customers in specified cases, the Bank is under no obligation to do so where you as a Personal Account Customer have had access by your own motion to the Financial Ombudsman Service (and regardless of the outcome of such process).
- 21.3 Where a matter of dispute has arisen between you and the Bank, and we are unable to resolve this through the Bank's internal complaint procedure, the Bank will refer the matter to an expert for the purposes of a binding expert determination of the matter in dispute. The following provisions shall apply:
- 21.3.1 the expert shall be selected as follows:
- 21.3.1.1 where the matter in dispute is of a purely financial or arithmetic nature, the Bank will refer the matter to an accountant nominated for the purpose by the President for the time being of the Institute of Chartered Accountants in England & Wales, who shall be independent of the Bank in all respects;
- 21.3.1.2 in relation to any other matter in dispute, the Bank will refer the matter to a barrister with the title of queen's counsel nominated for the purpose by the President for the time being of the Bar Council, who shall be independent of the Bank in all respects;

- 21.3.2 the expert shall contact you and the Bank separately, shall call for evidence in writing from both parties, shall determine if any form of hearing is needed to take oral evidence, shall set a timetable for reaching his determination, and shall publish his written determination in confidence to you and to the Bank;
 - 21.3.3 the Bank undertakes to be bound by the written determination, and you are required to accept and be bound by it also, in the absence of manifest (e.g. typographical) error;
 - 21.3.4 where the determination requires us to perform something, we will undertake to do so; where the determination requires you to perform something, you are obliged to do so;
 - 21.3.5 the costs for the services of the expert shall be borne in such manner or proportions as the expert states in his written determination (or in the absence of clarity on this matter, equally as between you and the Bank), and to the extent that any cost is indicated to be borne by you, we are authorised to deduct such cost from your Account.
- 21.4 For avoidance of doubt, the determination by the expert shall be treated as a final and binding resolution of the matter at hand.
22. **Applicable law and jurisdiction**
- 22.1 This Agreement is governed by English law.
- 22.2 You can bring legal proceedings in respect of this Agreement or any matter arising under it in:
- 22.2.1 the English courts; or
 - 22.2.2 if you live in Scotland, the Scottish courts; or
 - 22.2.3 if you live in Northern Ireland, the Northern Irish courts.
- 22.3 We can bring legal proceedings in respect of this Agreement or any matter arising under it in:
- 22.3.1 the English courts:
 - 22.3.2 if you do not live in England and Wales, in the courts of the country where you live.

B Schedule of Charges

The following Charges apply to all Accounts

Clean Incoming credits	Free
Audit Letters	£25 flat plus VAT if applicable
Copy Statements	£5 per sheet
Obtaining Bank references at customer request	£20 flat plus out of pocket expenses plus VAT if applicable
Replying to status enquiries	£20 flat plus VAT if applicable
Special Presentation	£20 plus any additional collection charges
Stopped cheque instructions	£15
Cheques, S/O & D/D returned unpaid due to lack of funds	£35 – drawn on bank £20 – cheque deposited returned unpaid
Issue of bankers draft	£25
Sterling Payments by CHAPS / SWIFT (within the UK)	£25
Foreign currency payments	Currency Equivalent of Min 27 GBP- Max 65 GBP
SWIFT / FAX charges	£15
Inward collection of currency cheques drawn on Account – charges deducted from total	0.20% min and £12 max £50 plus £15 SWIFT /charges if applicable
Premium on buying / selling currency notes against Foreign currency account	£10 Min – 2% of sum paid in / withdrawn to max £250
Bill payments / standing orders set up fee	£15 per payment
Encashment of large cash in sterling (24 hour notice for amounts over £20,000)	£2000 over – 0.50%
Letter / fax / email advising unauthorised overdraft	£30
Fixed Deposit breakages	The greater of £100 or 1% of the moneys on deposit
Interest rate applicable on unauthorised overdraft	Base rate + 20%
Duplicate tax certs	£10
Hold Mail	£150 per annum
Payment recall / cancellation	£25
Investigations where JIB is not at fault	£60-£150 per hour + VAT (charged at an hourly rate)
Offshore Companies annual fee	20% of invoice
Tracing lost funds via other Banks	£25
Cheque sent for collection	£15 – if currency cheque drawn on UK Bank £30 – if GBP / CCY drawn outside of UK
Account Management fee may be applied for Accounts falling below the threshold	£10 per month
Custody Charge rate	Min €200 per annum or 2bp (charges converted to USD / GBP at days rate)
Investment statement charge	Ad-hoc statements £25 or equivalent for each request