

Your Accounts Important Information

Please read the information in this leaflet carefully and keep it for future reference.

Contents

1. Introduction
2. Key changes to Terms
3. Additional Services
4. Terms – Liquidity Manager Notice Account
5. Terms – Liquidity Select Notice Account

1. Introduction

We are writing to inform you of various changes that may impact your Account:

- We have made some changes to the Terms. Some of these changes are for your benefit and have already been made. Other changes, unless previously notified to you by letter, will take effect on the dates set out below. The key changes are summarised in Section 3 but we've also made some other changes so please read the Terms carefully.
- We have clarified how the Terms impact on any arrangements you may have with us to accept instructions by fax or telephone.

If you have any questions, please contact your Relationship Manager who will be happy to help.

2. Key Changes to Terms

We have made some changes to the Terms for a number of accounts, including business current accounts. Some of these changes are for your benefit and the changes have already been made. Unless previously notified to you by letter, other changes will take effect on the dates set out below.

Section A details the main changes that have already been made to the Terms.

Section B details the main changes that will take effect from 1 September 2011.

Section A: Changes we have already made to the Terms or which take effect immediately

Term	Summary of Change
Financial Service Compensation Scheme	The financial limit covered by the Financial Services Compensation Scheme has been increased up to £85,000. This became effective on 31 December 2010.
Account Termination	We have inserted a new condition which permits Protected Customers to cancel their Account up to 14 days after it is opened.

Section B: Summary of Changes to take effect from 1 September 2011

Term number	Summary of Change
Your information	This has been amended to clarify that we may share information with some government bodies.
Credit reference agencies	This has been amended to clarify that we may make credit reference enquiries about your business and the proprietors of your business.
Paying into an Account	We have inserted a new condition 3.1 to clarify that a Deposit Account should not be used for general day to day business transactions.
Liability	We have clarified the circumstances in which we may delay or refuse to process payments and we have clarified the circumstances in which you will be liable for unauthorised or incorrectly executed payments.

3. Additional Services

Fax and Telephone Instructions

We have clarified how the Terms impact on any arrangements you may have with us to accept instructions by fax or telephone.

Section 10 deals with liability in relation to payments, including the circumstances in which you may be liable for unauthorised or incorrectly executed payments. If we have previously agreed that you may send payment instructions to us by fax or telephone, Section 10 applies to those payments, and overrides any indemnity or agreement to ratify payments which you have given in any request to us to accept payment instructions by fax or telephone.

4. Liquidity Manager Notice Account – Terms

These terms apply to the following Accounts provided by The Royal Bank of Scotland plc:

- Liquidity Manager 7 Day Notice Account
- Liquidity Manager 14 Day Notice Account
- Liquidity Manager 30 Day Notice Account

Our dealings with you

Please read these Terms carefully and retain them for future reference. They will tell you important information about your Liquidity Manager Notice Account and together with the related application form represent the Terms of the contract between you and The Royal Bank of Scotland plc.

Definitions

'You' & 'the customer' means the account holder(s) set out in the separate account operating instructions you provide us from time to time covering the Account and (if applicable) any other of your accounts with us, and includes, in particular:

- a) in the case of a partnership, the firm and the individual partners of the firm (in their separate capacities of partners and individuals); or
- b) a sole trader or professional practitioner; or
- c) in the case of a limited liability partnership, the limited liability partnership; or
- d) in the case of a company, the company; or
- e) in the case of a trust, the individual trustees.

'Account' means the Liquidity Manager Notice Account in your name.

'Authorised Signatory' means any person(s) authorised by you (in the case of a sole practitioner, that includes the sole practitioner; in the case of a firm, that includes those partners nominated to act as signatories on the Account; and in the case of a trust, that includes those trustees nominated to act as signatories on the Account) to operate the Account in accordance with the separate account operating instructions you provide us from time to time covering the Account and (if applicable) any other of your accounts with us.

'The Bank' means The Royal Bank of Scotland plc.

'Business Day' means a day on which banks in the United Kingdom are generally open for business, other than weekends and local Bank Holidays.

A **'Protected Customer'** is given extra rights by law. A Protected Customer is a consumer or a micro-enterprise, which means a business whose annual turnover and/or balance sheet total does not exceed €2 million (or sterling equivalent) and employees fewer than 10 people, or a charity which is one with an annual income of less than £1 million or a small trust which is one with a net asset value of under £1 million.

1 USE OF ACCOUNTS

1.1 An Account is for business savings only.

1.2 The Customer may only have one of each type of Account, unless the Bank agrees otherwise.

1.3 Cheques, standing orders and Direct Debits are not available on the Account.

1.4 An overdraft is not permitted on an Account. If a transaction causes an Account to go overdrawn:

1.4.1 the Bank will treat the overdraft as unarranged borrowing;

1.4.2 the Customer will repay the overdrawn amount on demand;

1.4.3 the Customer will pay interest on the overdrawn amount at the Bank's unarranged borrowing rate, which is available from the Bank on request.

1.5 The account is not available to private individuals.

2 WITHDRAWALS

2.1 Instructions on an Account must be given in accordance with the authority held by the Bank.

2.2 The Customer may make a withdrawal from an Account by sending to the Bank a completed Notice Account Withdrawal Form.

2.3 A withdrawal can be made without payment of the early withdrawal fee during the 10 Business Days following the expiry of the Notice Period for the Account. The Notice Period for an Account is:

2.3.1 7 days for the 7 Day Notice Account.

2.3.2 14 days for the 14 Day Notice Account.

2.3.3 30 days for the 30 Day Notice Account. A Notice Period starts on the Business Day on which the Bank receives the Notice Account Withdrawal Form.

2.4 The Customer must complete a new Notice Account Withdrawal Form if a withdrawal is not made during the 10 Business Days following the expiry of the Notice Period.

2.5 The Customer must pay an early withdrawal fee if:

2.5.1 a withdrawal is made before the expiry of the Notice Period for an Account.

2.5.2 a withdrawal is conducted via Bankline without appropriate notice being provided in accordance with Condition 2.2. Notice cannot be provided via Bankline.

2.5.3 a withdrawal is not made in accordance with Condition 2.3.

2.5.4 the Account is closed by the Bank pursuant to Condition 6.4.

2.6 The early withdrawal fee for an Account is an amount equal to:

2.6.1 7 days' interest, for the 7 Day Notice Account;

2.6.2 14 days' interest, for the 14 Day Notice Account;

2.6.3 30 days' interest, for the 30 Day Notice Account, calculated at the interest rate payable on the Account immediately prior to the withdrawal.

2.7 The early withdrawal fee will be deducted from the credit interest accrued on the Account on the day the withdrawal is made. If the amount of this fee is more than the accrued interest the Bank will deduct the shortfall from the Account balance even if it causes the Account to go overdrawn.

2.8 The Customer cannot make a withdrawal from an Account:

2.8.1 by making a transfer from the Account using the Bank's telephone banking system.

2.8.2 by transferring money to a third party using the Bank's online banking service.

3 PAYING INTO AN ACCOUNT

3.1 An Account must be used only for business savings. It should not be used for clearing cheques or paying in notes or bulk coinage. If an Account appears to be used for that purpose the Bank may refuse to accept payments into the Account.

3.2 Cash deposited with the Bank before 3.30 pm on a Business Day will be available on the Account on the same day. Different cut off times apply to the Business Banking Direct Current Account.

3.3 Electronic payments to the Account will be available on the Account on the same day if received by 6.00 pm on a Business Day. Payments received after the cut off time will be credited on the next Business Day.

3.4 Transfers to the Account from any other account of the Customer with the Bank instructed before 3.30 pm on a Business Day will be available on the Account on the same day.

3.5 A sterling cheque drawn on a UK bank paid in at the Account holding branch or received by the Bank (after being paid in at another branch or sent to the Account holding branch by post), before 3.30pm on a Business Day, will be credited to the Account on the same day, otherwise it will be credited on the next Business Day. However, it will not be included in the Account balance:

3.5.1 for the calculation of interest until two Business Days after it was credited to the Account.

3.5.2 for use by the Customer until four Business Days after it was credited to the Account. If the cheque is subsequently returned unpaid, the Bank may debit the Account up to 3.30pm six Business Days after the cheque was credited.

3.5.3 the money will be available for you to use no later than four business days after its added to your balance.

3.5.4 if the bank, building society or other organisation that the cheque was drawn on decides not to honour it, they will normally explain the reason for non-payment. The Bank will deduct the amount of the cheque from the Account balance no later than the end of the sixth business day after it was added to the Account balance. After that, the Bank will not deduct the amount of the cheque from the balance unless the Customer gives consent to doing so or their customer were knowingly involved in a fraud concerning a cheque.

3.5.5 where legal reasons require, or in certain limited circumstances beyond the Bank's control, the payment of a cheque into the Account may be prevented or take longer than the time periods set out in 3.5.

3.6 A sterling cheque drawn on an overseas bank or a non-sterling cheque may take longer to clear. The Bank will provide details on request.

4 INTEREST PAID BY THE BANK

4.1 The Bank will pay interest monthly on the cleared Account balance (after deduction of tax if required) at the rate set by the Bank.

4.2 Interest paid will be applied on the last Business Day of each month and calculated on the Business Day before application.

4.3 The current interest rate for an Account is available from the Bank. Interest rates are also available at www.rbs.co.uk. The Bank will supply to Customers annually, a summary of the interest rates paid on Accounts over the previous 12 months.

5 STATEMENTS

Information on payments into and out of an Account will appear in the Customer's statement, which the Bank will provide to the Customer on a regular basis (as agreed between the Bank and the Customer), and may also be made available at least once a month at the request of the Customer.

6 FOREIGN CURRENCY CONVERSION

6.1 The Reference Exchange Rate used in foreign currency conversion is the Bank's prevailing rate of the day. The Reference Exchange Rate is published at www.rbs.co.uk and can be found by searching "Commercial Exchange Rates" using the site search engine or is available from the Bank.

6.2 The Bank may change exchange rates immediately and without telling the Customer in advance if there has been a change in the Reference Exchange Rate or if the change will benefit the Customer.

7 TERMINATION AND REFUSAL OF DEPOSITS

7.1 A Protected Customer may cancel their Account up to 14 days after it is opened by sending a written notice to their relationship manager, or if the Account is not branch based, to the Bank at 135 Bishopsgate, London EC2M 3UR. On cancellation, the Bank will return the money in the Account and any interest it has earned and the Bank will not impose any extra charges. If, at the Protected Customer's request, the Bank has supplied any services before cancellation, the Protected Customer will pay the Bank's charges for those services.

7.2 The Customer may instruct the Bank in writing to close an Account.

7.3 The Bank may, without giving a reason:

7.3.1 refuse a deposit; or

7.3.2 close an Account.

7.4 The Bank will give the Customer 60 days' written notice where the Bank intends to close an Account, unless the Bank considers there are exceptional circumstances. No early withdrawal fee will be payable if an Account is closed by the Bank by the Bank providing 60 days' notice pursuant to this Condition 7.4.

7.5 The Bank may close the Account without notice, and deduct the early withdrawal fee if:

7.5.1 it suspects that the Customer has given it false information or is using the Account for an illegal purpose;

7.5.2 the Customer or anyone connected with the Customer behaves in a threatening or violent manner towards the Bank's staff;

7.5.3 the Customer was not entitled to open the Account.

7.6 On closure, and subject to the deduction of any outstanding early withdrawal fee the Bank will return any remaining credit balance on the Account to the Customer.

8 CHANGES TO THE TERMS

8.1 If the Bank has a valid reason, the Bank may change any of these Terms. If the Bank considers the change is to the Customer's advantage, the Bank may make the change immediately and notify the Customer up to 60 days after making the change.

8.2 In other cases, the Bank will give 60 days' written advance notice of the changes to be made. The Customer may within 60 days of the date of an advance notice, switch or close their Account without paying extra charges or losing interest (other than any fees or charges accrued as at such date). However the early withdrawal fee will be payable if the Customer makes a withdrawal during that period without giving the required Notice Period.

8.3 Revised Terms will be available online and from the Bank on request.

9 COMMUNICATIONS

9.1 All communications between the Bank and the Customer will be in English.

9.2 Information on payments into and out of the Customer's Account will appear in the Customer's statement, which the Bank will provide to the Customer on a regular basis (as agreed between the Bank and the Customer), and may also be made available at least once a month at the request of the Customer.

9.3 The Bank will provide a copy of these Terms or any associated product documentation at the request of the Customer.

10 LIABILITY

10.1 The Bank is not liable if it delays or refuses to process any payment if:

10.1.1 in its reasonable opinion it is in the interests of crime prevention or compliance with laws or regulations; or

10.1.2 it is a consequence of checks carried out as part of the proper operation of the Bank's payment processing systems.

10.2 The Bank is not liable for any loss arising from a cause beyond the Bank's reasonable control or arising from any delay or failure to carry out an instruction, unless caused by the Bank's negligence or wilful default.

10.3 The Bank is not liable for any indirect loss.

10.4 At the request of the Customer, the Bank will make immediate efforts to trace an unauthorised or incorrectly executed payment and notify the Customer of the result.

10.5 The Bank is responsible for executing payments sent from and received to the Accounts correctly. If the Bank incorrectly executes a payment, or if a payment is unauthorised, it will refund the payment and any interest and charges immediately.

10.6 If the Customer is not a Protected Customer, the Bank's records as to the authentication, evidence, consent received from a Customer and technical operability will, in the absence of obvious error, be conclusive evidence.

10.7 The Customer will be entitled to a refund in respect of an unauthorised or incorrectly executed payment only if the Customer notifies the Bank in writing without undue delay and no later than 13 months after the payment was debited.

10.8 If the Customer has authorised a payment initiated by or through a payee, the following conditions must also be satisfied:

10.8.1 the authorisation did not specify the exact amount;

10.8.2 the amount exceeded the amount the Customer had reasonably anticipated;

10.8.3 the Customer makes a request within eight weeks from the date the money is debited from the Account. If the payment is in sterling or euro and by direct debit, the Customer may have further rights under the UK and Single Euro Payments Area Direct Debit Schemes.

10.9 The Customer must comply with any security measures required by the Bank and take all other reasonable steps to prevent security details from becoming known to or accessible by any unauthorised person.

10.10 The Customer is liable for all payments by someone who has security details, or a card or its details, with the Customer's consent.

10.11 The Customer is not liable for any loss from the use of a card or security details before they come in to the possession of the Customer or Cardholder or, after the Customer has notified the Bank that they have been lost or stolen or are known by someone else.

10.12 Unless the Customer is a Protected Customer, the Customer is liable for all unauthorised or incorrectly executed payments resulting directly or indirectly from an act or omission of the Customer:

10.12.1 if the Customer has acted fraudulently or deliberately or with gross negligence fails to comply with the terms governing the issue and use of a card or security details; or

10.12.2 if, without undue delay and in any event within 13 months of the payment, the Customer fails to notify the Bank of the loss or theft of a card or of the security details becoming known to someone else.

10.13 Provided a Protected Customer:

10.13.1 notifies the Bank of any unauthorised payment within 13 months of the payment;

10.13.2 does not act fraudulently; and

10.13.3 does not deliberately or with gross negligence: (i) fail to comply with the terms governing the issue and use of a card or security details, or (ii) delay notifying the Bank of the loss or theft of a card or of the security details becoming known to someone else, that Protected Customer is:

- only liable for up to £50 for unauthorised payments if a card is lost or stolen or if the Protected Customer has failed to keep the security details safe
- not liable for unauthorised payments if the card did not have to be produced

11 LAW AND JURISDICTION

If the Account is at a branch in Scotland, Scots law applies to the Agreement and Scottish Courts have exclusive jurisdiction. If the Account is elsewhere, English law applies to the Agreement and English Courts have exclusive jurisdiction.

USE OF PERSONAL INFORMATION AND REGULATORY DETAILS

Your information

Who we are

We are a member of The Royal Bank of Scotland Group (the Group). For information about our group of companies please visit www.rbs.com and click on 'About Us', or for similar enquiries telephone 0131 556 8555 or Textphone 0845 900 5960.

Our Electronic Information

If you contact us electronically, we may collect your electronic identifier (e.g. Internet Protocol (IP) address or telephone number), supplied by your service provider.

How we use your information and who we share it with

Your information comprises all the details we hold about you and your transactions and includes information obtained from third parties. We may use and share your information with other members of the Group to help us and them:

- assess financial and insurance risks
- recover debt
- prevent and detect crime
- understand customers' requirements
- develop and test products and services

We will not disclose information to anyone outside the Group except:

- where we have permission
- where we are required or permitted to do so by law
- to credit reference and fraud prevention agencies and other companies that provide a service to us or you
- where we may transfer rights and obligations under an agreement
- to government entities or regulatory bodies in order that they may discharge their responsibilities and obligations to or exercise their powers or functions

We may transfer personal information to other countries on the basis that anyone to whom we pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations. From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we will write to you. If you do not object to the change within 60 days, you consent to that change. If you would like a copy of the information that we hold about you please write to

The Data Protection Manager, Retail Regulatory Risk,
2nd Floor, Business House B,
RBS Gogarburn, PO Box 1000, Edinburgh,
EH12 1HQ.

A fee may be payable.

🔍 Credit reference agencies

We may make periodic searches at credit reference Agencies about the business and the proprietors of that business and will provide information to the Group to manage and take decisions about your accounts. This may include information about how you manage your business and personal accounts including your account balance, credit limit and any arrears. We will also provide this information about your business, including information about the proprietors of the business to credit reference agencies who may make this information available to other organisations so that they can take decisions about you, your associates and members of your household. The information may also be used for tracing purposes.

🔍 Fraud prevention agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- checking applications for, and managing credit or other facilities and recovering debt
- checking insurance proposals and claims
- checking details of job applicants and employees We, and other organisations that may access and use information recorded fraud prevention agencies, may do so from other countries. We can provide the names and addresses of the credit reference and fraud prevention agencies we use if you would like a copy of your information held by them. Please contact any branch. The agencies may charge a fee.

🔍 Regulatory information

We are authorised and regulated by the Financial Services Authority. We are entered on the Financial Services Authority's Register and our Firm Reference Number is 121882.

🔍 Compensation

The Financial Services Compensation Scheme, set up under the Financial Services and Markets Act 2000, may cover your account. The FSCS is mainly available to private individuals although some small businesses are covered. Larger businesses are generally excluded.

For money held in a bank or building society in the UK, the scheme will cover up to £85,000 of your claim. Deposits in all currencies are treated the same. Deposits with RBS, Direct Line, Lombard, the One Account, Child & Co, Drummonds and Holt's are all covered by a single FSA authorisation. This means the total deposits with these firms will count towards the one compensation limit. Private individuals and small business client funds may be covered. For further information on the conditions governing compensation and details on how to apply please refer to the FSCS at www.fscs.org.uk

🔍 Complaints

If you are not satisfied with any of our products or services, we have a complaint handling procedure which you can use to resolve such matters. You may request a leaflet giving details of the procedure from any branch. We are a member of The Financial Ombudsman Service. If you are still not satisfied after following our complaint handling procedures, you may be able to ask the Ombudsman to review the complaint. The Ombudsman will review complaints made by consumers, micro-enterprises, small charities and small trusts. A micro-enterprise means a business whose annual turnover and/or balance sheet total does not exceed €2 million (or sterling equivalent) and employs fewer than 10 people, a small charity is one with an annual income of less than £1 million and a small trust is one with a net asset value of under £1 million at the time of the complaint. You can find out more about The Financial Ombudsman Service in a leaflet available from any branch. Alternatively, you can write to Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR or telephone 0845 080 1800.

5. Liquidity Select Notice Account – Terms

These terms apply to the following Accounts provided by The Royal Bank of Scotland plc:

- Liquidity Select 7 Day Notice Account
- Liquidity Select 14 Day Notice Account
- Liquidity Select 30 Day Notice Account

Our dealings with you

Please read these Terms carefully and retain them for future reference. They will tell you important information about your Liquidity Select Notice Account and together with the related application form represent the Terms of the contract between you and The Royal Bank of Scotland plc.

Definitions

'You' & 'the customer' means the account holder(s) set out in the separate account operating instructions you provide us from time to time covering the Account and (if applicable) any other of your accounts with us, and includes, in particular:

- a) in the case of a partnership, the firm and the individual partners of the firm (in their separate capacities of partners and individuals); or b) a sole trader or professional practitioner; or c) in the case of a limited liability partnership, the limited liability partnership; or
- d) in the case of a company, the company; or e) in the case of a trust, the individual trustees.

'Account' means the Liquidity Select Notice Account in your name.

'Authorised Signatory' means any person(s) authorised by you (in the case of a sole practitioner, that includes the sole practitioner; in the case of a firm, that includes those partners nominated to act as signatories on the Account; and in the case of a trust, that includes those trustees nominated to act as signatories on the Account) to operate the Account in accordance with the separate account operating instructions you provide us from time to time covering the Account and (if applicable) any other of your accounts with us.

'The Bank' means The Royal Bank of Scotland plc.

'Business Day' means a day on which banks in the United Kingdom are generally open for business, other than weekends and local Bank Holidays.

A **'Protected Customer'** is given extra rights by law. A Protected Customer is a consumer or micro-enterprise, which means a business whose annual turnover and/or balance sheet total does not exceed €2 million (or sterling equivalent) and employs fewer than 10 people, or a charity, which is one with an annual income of less than £1 million, or a small trust which is one with a net asset value of under £1 million.

1 USE OF ACCOUNTS

1.1 An Account is for business savings only.

1.2 The Customer may only have one of each type of Account, unless the Bank agrees otherwise.

1.3 Cheques, standing orders and Direct Debits are not available on the Account.

1.4 An overdraft is not permitted on an Account. If a transaction causes an Account to go overdrawn:

1.4.1 the Bank will treat the overdraft as unarranged borrowing;

1.4.2 the Customer will repay the overdrawn amount on demand;

1.4.3 the Customer will pay interest on the overdrawn amount at the Bank's unarranged borrowing rate, which is available from the Bank on request.

1.5 The account is not available to private individuals.

2 WITHDRAWALS

2.1 Instructions on an Account must be given in accordance with the authority held by the Bank. **2.2** The Customer may make a withdrawal from an Account by sending to the Bank a completed Notice Account Withdrawal Form.

2.3 A withdrawal can be made without payment of the early withdrawal fee during the 10 Business Days following the expiry of the Notice Period for the Account. The Notice Period for an Account is:

2.3.1 7 days for the 7 Day Notice Account.

2.3.2 14 days for the 14 Day Notice Account.

2.3.3 30 days for the 30 Day Notice Account. A Notice Period starts on the Business Day on which the Bank receives the Notice Account Withdrawal Form.

2.4 The Customer must complete a new Notice Account Withdrawal Form if a withdrawal is not made during the 10 Business Days following the expiry of the Notice Period.

2.5 The Customer must pay an early withdrawal fee if:

- 2.5.1** a withdrawal is made before the expiry of the Notice Period for an Account;
- 2.5.2** a withdrawal is conducted via Bankline without appropriate notice being provided in accordance with Condition 2.2. Notice cannot be provided via Bankline.
- 2.5.3** a withdrawal is not made in accordance with Condition 2.3.
- 2.5.4** the Account is closed by the Bank pursuant to Condition 6.4.
- 2.6** The early withdrawal fee for an Account is an amount equal to:
- 2.6.1** 7 days' interest, for the 7 Day Notice Account;
- 2.6.2** 14 days' interest, for the 14 Day Notice Account;
- 2.6.3** 30 days' interest, for the 30 Day Notice Account, calculated at the interest rate payable on the Account immediately prior to the withdrawal.
- 2.7** The early withdrawal fee will be deducted from the credit interest accrued on the Account on the day the withdrawal is made. If the amount of this fee is more than the accrued interest the Bank will deduct the shortfall from the Account balance even if it causes the Account to go overdrawn.
- 2.8** The Customer cannot make a withdrawal from an Account:
- 2.8.1** by making a transfer from the Account using the Bank's telephone banking system.
- 2.8.2** by transferring money to a third party using the Bank's online banking service.

3 PAYING INTO AN ACCOUNT

- 3.1** An Account must be used for business savings only. It should not be used for receiving day to day payments, clearing cheques or paying in notes or bulk coinage. If an Account appears to be used for those purposes the Bank may refuse to accept payments into the Account.
- 3.2** Electronic payments to the Account will be available on the Account on the same day if received by 6.00 pm on a Business Day. Payments received after the cut-off time will be credited on the next Business Day.
- 3.3** Cash deposited with the Bank before 3.30 pm on a Business Day will be available on the Account on the same day.
- 3.4** Transfers to the Account from any other account of the Customer with the Bank instructed before 3.30 pm on a Business Day will be available on the Account on the same day.
- 3.5** A sterling cheque drawn on a UK bank paid in at the Account holding branch or received by the Bank (after being paid in at another branch or sent to the Account holding branch by post), before 3.30 pm on a Business Day, will be credited to the Account on the same day, otherwise it will be credited on the next Business Day. However, it will not be included in the Account balance:
- 3.5.1** for the calculation of interest until two Business Days after it was credited to the Account.
- 3.5.2** for use by the Customer until four Business Days after it was credited to the Account. If the cheque is subsequently returned unpaid, the Bank may debit the Account up to 3.30 p.m. six Business Days after the cheque was credited.
- 3.5.3** the money will be available for you to use no later than four business days after its added to your balance.
- 3.5.4** if the bank, building society or other organisation that the cheque was drawn on decides not to honour it, they will normally explain the reason for non-payment. The Bank will deduct the amount of the cheque from the Account balance no later than the end of the sixth business day after it was added to the Account balance. After that, the Bank will not deduct the amount of the cheque from the balance unless the Customer gives consent to doing so or their customer were knowingly involved in a fraud concerning a cheque.
- 3.5.5** Where legal reasons require, or in certain limited circumstances beyond the Bank's control, the payment of a cheque into the Account may be prevented or take longer than the time periods set out in 3.5.
- 3.6** A sterling cheque drawn down on an overseas bank or a non-sterling cheque may take longer to clear. The Bank will provide details on request.

4 INTEREST PAID BY THE BANK

- 4.1** The Bank will pay interest monthly on the cleared Account balance (after deduction of tax if required) at the rate set by the Bank.
- 4.2** Interest paid will be applied on the last Business Day of each month and calculated on the Business Day before application.
- 4.3** The current interest rate for an Account is detailed in the most recent interest rate notification sent by the Bank to the Customer or is available from the Bank upon request.

5 STATEMENTS

Information on payments into and out of an Account will appear in the Customer's statement, which the Bank will provide to the Customer on a regular basis (as agreed between the Bank and the Customer), and may also be made available at least once a month at the request of the Customer.

6 FOREIGN CURRENCY CONVERSION

- 6.1** The Reference Exchange Rate used in foreign currency conversion is the Bank's prevailing rate of the day. The Reference Exchange Rate is published at www.rbs.co.uk and can be found by searching "Commercial Exchange Rates" using the site search engine or is available from the Bank.
- 6.2** The Bank may change exchange rates immediately and without telling the Customer in advance if there has been a change in the Reference Exchange Rate or if the change will benefit the Customer.

7 TERMINATION AND REFUSAL OF DEPOSITS

7.1 A Protected Customer may cancel their Account up to 14 days after it is opened by sending a written notice to their relationship manager, or if the Account is not branch based, to the Bank at 135 Bishopsgate, London EC2M 3UR. On cancellation, the Bank will return the money in the Account and any interest it has earned and the Bank will not impose any extra charges. If, at the Protected Customer's request, the Bank has supplied any services before cancellation, the Protected Customer will pay the Bank's charges for those services

7.2 The Customer may instruct the Bank in writing to close an Account.

7.3 The Bank may, without giving a reason:

7.3.1 refuse a deposit; or

7.3.2 close an Account.

7.4 The Bank will give the Customer 60 days' written notice where the Bank intends to close an Account, unless the Bank considers there are exceptional circumstances. No early withdrawal fee will be payable if an Account is closed by the Bank by the Bank providing 60 days' notice pursuant to this Condition.

7.5 The Bank may close the Account without notice, and deduct the early withdrawal fee if:

7.5.1 it suspects that the Customer has given it false information or is using the Account for an illegal purpose;

7.5.2 the Customer or anyone connected with the Customer behaves in a threatening or violent manner towards the Bank's staff;

7.5.3 the Customer was not entitled to open the Account.

7.6 On closure, and subject to the deduction of any outstanding early withdrawal fee the Bank will return any remaining credit balance on the Account to the Customer.

8 CHANGES TO THE TERMS

8.1 If the Bank has a valid reason, the Bank may change any of these Terms. If the Bank considers the change is to the Customer's advantage, the Bank may make the change immediately and notify the Customer up to 60 days after making the change.

8.2 In other cases, the Bank will give 60 days' written advance notice of the changes to be made. The Customer may within 60 days of the date of an advance notice, switch or close their Account without paying extra charges or losing interest (other than any fees or charges accrued as at such date). However the early withdrawal fee will be payable if the Customer makes a withdrawal during that period without giving the required Notice Period.

8.3 Revised Terms will be available online and from the Bank on request.

9 COMMUNICATIONS

9.1 All communications between the Bank and the Customer will be in English.

9.2 Information on payments into and out of the Customer's Account will appear in the Customer's statement, which the Bank will provide to the Customer on a regular basis (as agreed between the Bank and the Customer), and may also be made available at least once a month at the request of the Customer.

9.3 The Bank will provide a copy of these Terms or any associated product documentation at the request of the Customer.

10 LIABILITY

10.1 The Bank is not liable if it delays or refuses to process any payment if:

10.1.1 in its reasonable opinion it is in the interests of crime prevention or compliance with laws or regulations; or

10.1.2 it is a consequence of checks carried out as part of the proper operation of the Bank's payment processing systems.

10.2 The Bank is not liable for any loss arising from a cause beyond the Bank's reasonable control or arising from any delay or failure to carry out an instruction, unless caused by the Bank's negligence or wilful default.

10.3 The Bank is not liable for any indirect loss.

10.4 At the request of the Customer, the Bank will make immediate efforts to trace an unauthorised or incorrectly executed payment and notify the Customer of the result.

10.5 The Bank is responsible for executing payments sent from and received to the Accounts correctly. If the Bank incorrectly executes a payment, or if a payment is unauthorised, it will refund the payment immediately.

10.6 If the Customer is not a Protected Customer, the Bank's records as to the authentication, evidence, consent received from a Customer and technical operability will, in the absence of obvious error, be conclusive evidence.

10.7 The Customer will be entitled to a refund in respect of an unauthorised or incorrectly executed payment only if the Customer notifies the Bank in writing without delay and no later than 13 months after the payment was debited.

10.8 If the Customer has authorised a payment initiated by or through a payee, the following conditions must also be satisfied:

10.8.1 the authorisation did not specify the exact amount;

10.8.2 the amount exceeded the amount the Customer had reasonably anticipated;

10.8.3 the Customer makes a request within 8 weeks from the date the money is debited from the Account. If the payment is in sterling or euro and by direct debit, the Customer may have further rights under the UK and Single Euro Payments Area Direct Debit Schemes.

10.9 The Customer must comply with any security measures required by the Bank and take all other reasonable steps to prevent security details from becoming known to or accessible by any unauthorised person.

10.10 The Customer is liable for all payments by someone who has security details, or a card or its details, with the Customer's consent.

10.11 The Customer is not liable for any loss from the use of a card or security details before they come in to the possession of the Customer or Cardholder or after the Customer has notified the Bank that they have been lost or stolen or are known by someone else.

10.12 Unless the Customer is a Protected Customer, the Customer is liable for all unauthorised or incorrectly executed payments resulting directly or indirectly from an act or omission of the Customer:

10.12.1 if the Customer has acted fraudulently or deliberately or with gross negligence fails to comply with the terms governing the issue and use of a card or security details; or

10.12.2 if, without undue delay and in any event within 13 months of the payment, the Customer fails to notify the Bank of the loss or theft of a card or of the security details becoming known to someone else.

10.13 Provided a Protected Customer:

10.13.1 notifies the Bank of any unauthorised payment within 13 months of the payment;

10.13.2 does not act fraudulently; and

10.13.3 does not deliberately or with gross negligence: (i) fail to comply with the terms governing the issue and use of a card or security details, or (ii) delay notifying the Bank of the loss or theft of a card or of the security details becoming known to someone else, that Protected Customer is:

- only liable for up to £50 for unauthorised payments if a card is lost or stolen or if the Protected Customer has failed to keep the security details safe
- not liable for unauthorised payments if the card did not have to be produced

11 LAW AND JURISDICTION

If the Account is at a branch in Scotland, Scots law applies to the Agreement and Scottish Courts have exclusive jurisdiction. If the Account is elsewhere, English law applies to the Agreement and English Courts have exclusive jurisdiction

USE OF PERSONAL INFORMATION AND REGULATORY DETAILS

Your information

Who we are

We are a member of The Royal Bank of Scotland Group (the Group). For information about our group of companies please visit www.rbs.com and click on 'About Us', or for similar enquiries telephone 0131 556 8555 or Textphone 0845 900 5960.

Our Electronic Information

If you contact us electronically, we may collect your electronic identifier (e.g. Internet Protocol (IP) address or telephone number), supplied by your service provider.

How we use your information and who we share it with

Your information comprises all the details we hold about you and your transactions and includes information obtained from third parties. We may use and share your information with other members of the Group to help us and them:

- assess financial and insurance risks
- recover debt
- prevent and detect crime
- understand customers' requirements
- develop and test products and services

We will not disclose information to anyone outside the Group except:

- where we have permission
- where we are required or permitted to do so by law
- to credit reference and fraud prevention agencies and other companies that provide a service to us or you
- where we may transfer rights and obligations under an agreement
- to government entities or regulatory bodies in order that they may discharge their responsibilities and obligations to or exercise their powers or functions

We may transfer personal information to other countries on the basis that anyone to whom we pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations. From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we will write to you. If you do not object to the change within 60 days, you consent to that change. If you would like a copy of the information that we hold about you please write to

The Data Protection Manager,
Retail Regulatory Risk, 2nd Floor, Business House B,
RBS Gogarburn, PO Box 1000, Edinburgh,
EH12 1HQ.

A fee may be payable.

🔍 Credit reference agencies

We may make periodic searches at credit reference Agencies about the business and the proprietors of that business and will provide information to the Group to manage and take decisions about your accounts. This may include information about how you manage your business and personal accounts including your account balance, credit limit and any arrears. We will also provide this information about your business, including information about the proprietors of the business to credit reference agencies who may make this information available to other organisations so that they can take decisions about you, your associates and members of your household. The information may also be used for tracing purposes.

🔍 Fraud prevention agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- checking applications for, and managing credit or other facilities and recovering debt
- checking insurance proposals and claims
- checking details of job applicants and employees We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries. We can provide the names and addresses of the credit reference and fraud prevention agencies we use if you would like a copy of your information held by them. Please contact any branch. The agencies may charge a fee.

🔍 Regulatory information

We are authorised and regulated by the Financial Services Authority. We are entered on the Financial Services Authority's Register and our Firm Reference Number is 121882.

🔍 Compensation

The Financial Services Compensation Scheme, set up under the Financial Services and Markets Act 2000, may cover your account. The FSCS is mainly available to private individuals although some small businesses are covered. Larger businesses are generally excluded. For money held in a bank or building society in the UK, the scheme will cover up to £85,000 of your claim. Deposits in all currencies are treated the same. Private individuals and small business client funds may be covered. For further information on the conditions governing compensation and details on how to apply please refer to the FSCS at www.fscs.org.uk.

Deposits with RBS, Direct Line, the One Account, Child & Co, Drummonds and Holt's are all covered by a single FSA authorisation. This means the total deposits with these firms will count towards the one compensation limit.

🔍 Complaints

If you are not satisfied with any of our products or services, we have a complaint handling procedure which you can use to resolve such matters. You may request a leaflet giving details of the procedure from any branch. We are a member of The Financial Ombudsman Service. If you are still not satisfied after following our complaint handling procedures, you may be able to ask the Ombudsman to review the complaint. The Ombudsman will review complaints made by consumers, micro-enterprises, small charities and small trusts. A micro-enterprise means a business whose annual turnover and/or balance sheet total does not exceed €2 million (or sterling equivalent) and employs fewer than 10 people, a small charity is one with an annual income of less than £1 million and a small trust is one with a net asset value of under £1 million at the time of the complaint. You can find out more about The Financial Ombudsman Service in a leaflet available from any branch. Alternatively, you can write to Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR or telephone 0845 080 1800.

Lines are open 9am – 5pm Monday to Friday (excluding public holidays). Calls may be recorded.

The Royal Bank of Scotland plc.
Registered Office: 36 St. Andrew Square, Edinburgh EH2 2YB. Registered in Scotland No. 90312.
Authorised and regulated by the Financial Services Authority.

90079601