Business Savings Terms and Conditions

Effective from March 2026

KentReliance

As stated in the application for your account, your agreement for your business savings account is comprised of these Terms and Conditions and the product literature (as defined below). In the event of any conflict between the documents the latter will prevail. You can request a copy of these Terms and Conditions and/or the product literature by calling our Customer Services Team on 0345 673 1731, visiting a branch, visiting the "Support" section of our website kentreliance.co.uk/support or by written request sent to OneSavings Bank, Sunderland, SR43 4AB.

1. Definitions

In these Terms and Conditions:

'account' means your business savings account with us;

'account holder' means the UK based corporate entity in whose name(s) the account is opened and held by us;

'authorised user' means each person authorised by you to instruct us on the account;

'business day' means Monday to Friday, and excludes Saturdays, Sundays and any national holiday in England. If our last working day before Christmas Day (25 December) falls on a week day (Monday to Friday), that business day will end at 12pm and the remainder of that day will be treated as a non-business day. If New Years' Eve (31 December) falls on a weekday (Monday to Friday), that working day will end at 4pm and the remainder of that day will be treated as a non-business day;

'HMRC' means His Majesty's Revenue and Customs;

'insolvency event' means that you or any of your directors or shareholders are subject to any order or petition for bankruptcy, liquidation or administration or have entered into any arrangement or composition with creditors (or anything analogous to any of the foregoing has happened in any other jurisdiction);

'nominated account' means the UK Bank or Building Society current account in the Company's name which will be used for payments to be made from and to the account and which you have supplied us with details of from time to time. Where you hold more than one account with us, the same nominated account must be used for each account with us;

'online service' means the Kent Reliance secure online services accessed by the internet;

'product literature' means the leaflet containing specific terms for a particular business savings account we supply you with when you open the account, or the equivalent page of information on our website;

'security details' means your user identification number, password and secret word and/or other security information as agreed from time to time that are used to access your account;

'UK' means the United Kingdom which for the purposes of these Terms and Conditions means England, Wales, Scotland and Northern Ireland and does not include Channel Islands and Isle of Man;

'UK based business' means a business which is based in the UK, incorporated in the UK and registered in the UK for tax purposes and whose major shareholders and at least one of whose directors are UK resident for tax purposes;

'We', 'our', 'us', 'Kent Reliance' means OneSavings Bank plc trading as Kent Reliance, krbs and Kent Reliance Banking Services; and

'You'/'Your' means the account holder.

2. General

2.1 Your agreement with us for the use of the account consists of these Terms and Conditions and the product literature as each of these may be varied or supplemented by us in accordance with these Terms and Conditions (the "Terms").

2.2 You can access the account using the current version of most internet browsers and some versions of the Internet Explorer browser.

2.3 You can contact the Customer Services Team on the number at the start of this document.

2.4 We may send you letters, notices, statements, information messages and any other information or communications or documents relating to your account or your use of your account by any of the following methods:

2.4.1 by writing to you or an authorised user at your registered address or any other address you have given to us;

2.4.2 by sending you or an authorised user an email (including links and attachments) to the last email address you have given us;

2.4.3 by telephoning you or an authorised user using the last landline or mobile telephone number you have given to us;

2.4.4 by sending you or an authorised user an SMS text message to the last mobile telephone number you have given us; and/or

2.4.5 by sending you or an authorised user a secure message where you use our online banking portal and your account was opened or is operated online.

3. Account provider

3.1 The account provider is OneSavings Bank plc trading as Kent Reliance, krbs and Kent Reliance Banking Services. Our registered office is The Observatory, Brunel Way, Dock Road, Chatham, Kent, ME4 4AF. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (registered number: 530504) and subscribe to the Financial Ombudsman Service and the Financial Services Compensation Scheme (FSCS).

3.2 The FSCS can pay compensation to eligible depositors if a UK Bank/Building Society is unable to meet its financial obligations. Most depositors including most individuals and businesses are covered by the scheme. Full details are available on request and will be given to you when you open your account. Further information can be obtained by visiting **www.fscs.org.uk**.

3.3 We do not offer overdraft facilities on business savings accounts and a debit balance will not be permitted.

4. Account opening

4.1 Business savings accounts may only be opened by a UK based business satisfying any eligibility criteria specified in the product literature.

4.2 The account holder will be the UK based business named on the application for the account. The account holder must be the legal and beneficial owner of any monies held in the account. We do not accept client money, nor do we provide accounts to be held on trust.

4.3 The issue and the opening of accounts is subject to our discretion. In declining any application we need not give any reasons for doing so.

4.4 All accounts must be opened and operated in pounds sterling (GBP/£) and all transactions will be carried out in pounds sterling (GBP/£). We will tell you in the product literature what the minimum opening balance is.

4.5 We will verify any application for our approval purposes and in compliance with our legal obligations as to the prevention of money laundering. This will involve the search of records held by Companies House, credit reference and fraud prevention agencies. Such agencies not only provide company, credit and voters roll information, they can verify your identity, the identity of the business and beneficial

owners, officers and authorised users and also record the details of searches including previous applications. If false or inaccurate information is provided and fraud is identified, details will be recorded and passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

4.6 Without limiting our discretion under condition 4.3 in any way, if:

4.6.1 we have not been able to satisfy our requirements for customer identification and for prevention of money laundering because we have not received suitable evidence of identity; or

4.6.2 we have not received funds up to the minimum required balance; the application will be declined, the account will not be opened and we will return any monies to you.

4.7 In assessing an application (and administering your account and our relationship with you after the account has been opened), we may make enquiries and searches with credit reference agencies using your personal information and that of your beneficial owners, officers and authorised users. We may inform such agencies that you have an account with us. We may use credit reference agencies to verify identity.

4.8 To prevent or detect fraud, or to assist in verifying identity and satisfying our obligations in that regard, we may make searches of records held by us, by our service providers, appointed representatives and related entities, subsidiaries of OneSavings Bank plc, or any holding company or affiliate from time to time of any entity named in this condition 4.8.

4.9 We may check and record your details, those of authorised users and those of your directors and major shareholders with fraud prevention agencies in order to discharge any obligations we have as to the prevention of money laundering. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. This information may also be used by other entities making financial decisions about you or in connection with any existing accounts for the purposes of detecting and preventing fraud.

4.10 You represent and warrant to us that:

4.10.1 you have full power and capacity to open your account and to bind yourselves to the Terms and have obtained all authorisations necessary to do so;

4.10.2 any monies to be deposited to open the account are not derived from or connected with any illegal activity;

4.10.3 no insolvency event has occurred and is continuing; and

4.10.4 these representations and warranties are made by you on application to open the account and are repeated on each day the account is open.

4.11 The account holder, as part of the application, will be required to nominate up to 3 authorised users, who will be the only persons (subject to the Terms) with authority to instruct us or transact on the account. Removal and appointment of replacement authorised users may be notified to us (so there is no more than 3 at any given time but always at least one authorised user who is also a director of the company) by you giving us notice in accordance with such process as we inform you we require for this purpose. Where the account holder has more than one account with us the same authorised users must be in place on each account.

4.12 Each authorised user, both individually and jointly, is also bound by the Terms as well as you and is also fully responsible with you for all instructions given and for any money which may become due to us under the Terms.

4.13 Under Common Reporting Standard Legislation, subsequently brought into UK law by the Multilateral Competent Authority Agreement we are required to identify if an authorised user is tax resident in any of the Common Reporting Standard participating member states.

4.14 Where we have identified that an authorised user, or we have been unable to obtain a valid self-certification that an authorised user is not a tax resident of these jurisdictions, we are legally obliged to provide certain financial information about your account(s) to HMRC, who may in turn forward the information to other tax authorities.

5. Cooling off

5.1 After applying to open a new account you will have a cooling off period of 14 calendar days, starting on either the date we opened your account, or the date you received a copy of the account terms and conditions (if this was later) to close your account. If you cancel within this cooling off period, your full initial deposit will be returned to you within 30 calendar days less any pending payments, plus interest earned (if payable), and without charges applied. If you have paid any cheques into your account, we cannot return these funds until the cheque(s) have cleared (normally 6 working days).

6. Multiple authorised users

6.1 All authorised users must be resident in the UK and must be officers or employees of the account holder. All information regarding the account may be sent by us to the account holder's registered correspondence address (or if applicable the main business address notified to us in the application form or as notified to us from time to time in accordance with such procedure as we require) and this will be deemed to give notice to all.

6.2 Liability to Kent Reliance is joint and several, meaning that each account holder and any authorised user is responsible for all the obligations of the account.

6.3 We may act on the instructions given by any one authorised user unless any one or more of them has advised us by secure message or otherwise in writing not to do so. If we become aware of a dispute between authorised users, we may choose only to accept instructions from all authorised users. If we receive conflicting instructions from more than one authorised user, we reserve the right to refuse to act on them until we receive clarification from all authorised users.

7. Availability of online service

7.1 Whilst we will make reasonable efforts to provide undisturbed access to your account information online, we will not be liable for any failure to provide the online service in part or full, for any cause that is beyond our reasonable control. This includes:

7.1.1 any suspension of the online service with any reasonably necessary maintenance and/or upgrade of the online service;

7.1.2 the systems of any third party used to provide the online service; or

7.1.3 any suspension or reduction in functionality in relation to the online service that has been caused, in whole or in part, by the actions of any third party.

7.2 Where possible, we will do our best to notify you of any planned maintenance and upgrades to our systems.

7.3 Whenever we are unable to offer a full transactional online service, we will use reasonable efforts to provide read-only access to your account and where this is not possible we will process your request by telephone or written request.

7.4 Use of the online service is intended for customers based in the UK so you may not be able to access your account when attempting to use the online service outside of the UK.

7.5 We reserve the right at any time to withdraw any or all of the online services entirely where, in our reasonable opinion, it is not commercially viable to continue with some or all of the online services either for a temporary period or permanently. Where possible we will give you reasonable notice. Where the online service ceases, your account will be converted into an offline version of the savings product you hold and we will advise you how you can access your account.

8. Secure messaging

8.1 You (and for these purposes this includes all authorised users) may send us and we may send secured messages via your account through the 'Message' function.

8.2 If we are sent a secure message we will aim to respond within three (3) business days.

8.3 We must not be sent messages using the account 'Message' function:

8.3.1 which require immediate attention, including payment requests (in this case please call the Customer Services Team on the number at the start of this document);

8.3.2 on behalf of any other company or in relation to our dealings with any other company;

8.3.3 in relation to any other products or services that can be accessed via the online service that you or an authorised user hold with any group company or with third party companies; or

8.3.4 which are offensive, frivolous or otherwise inappropriate.

8.4 We may send messages concerning any product or services which you or an authorised user have with us, including the account, or any other service related matters. You and authorised users should check messages regularly every time you or they login to the account as messages may contain important information.

9. SMS alerts

9.1 We may send SMS alerts regarding the account by mobile phone if you or an authorised user registers a mobile phone number with us either:

9.1.1 when applying for account or to be an authorised user;

9.1.2 sending us a secure message via the account; or

9.1.3 contacting us by telephone.

9.2 It is your responsibility and that of each authorised user to ensure that mobile numbers we hold are correct and up-to-date in order to receive SMS alerts.

9.3 There may be a delay between registering for SMS alerts and that service becoming active.

9.4 We will not charge for SMS alerts but the network provider may charge for some services (e.g. receiving text messages when outside the UK). Please contact your mobile phone network provider for details.

9.5 SMS alerts will only be sent in the following circumstances:

9.5.1 to send a temporary password;

9.5.2 to notify any withdrawals from the account;

9.5.3 to notify of any deposits into the account, including ones made from other than the nominated account in breach of these Terms; or

9.5.4 to advise of changes in authorised users.

9.6 SMS alerts are sent once and cannot be resent or replied to.

9.7 Subject to condition 9.11, SMS alerts in relation to temporary passwords will be sent immediately on request. All other types of SMS alerts will not be sent outside the hours of 09:00 and 18:00 Monday to Friday, excluding public and bank holidays.

9.8 SMS alert support will be available by calling us, Monday to Thursday 08:00 to 19:00 and Friday 08:00 to 18:00.SMS alert support will not be available on weekends or national holidays in England. Subject to condition 7, you can send us a secure message and we will use reasonable efforts to reply within three (3) business days.

9.9 SMS alerts are designed for use in the UK. If you or an authorised user takes a mobile phone outside the UK without suspending SMS alerts, we and the network operator are authorised to transmit such information and store information in countries or territories as are necessary to send SMS alerts to your mobile phone. You and the authorised users will be responsible for any charges incurred as a result of receiving SMS alerts whilst outside the UK.

9.10 It is a good idea to check whether you or an authorised user are allowed to receive financial information or encrypted information through a mobile phone while outside of the UK as it may be unlawful to receive SMS alerts in some countries. If in doubt, suspend SMS alerts while outside the UK. You and the authorised users will be liable if there is a breach of any foreign laws and for any loss caused to us as a result.

9.11 SMS alerts may be temporarily unavailable due to maintenance from time to time. Wherever possible we will try to let you and authorised users know in advance, however this may not always be possible. There may be delays in transmission during peak usage.

9.12 We are not liable for any failure or delays in transmission or any aspect of the SMS alert service caused by reasons outside our control. Some examples of this, but not an exhaustive list, are:

9.12.1 the mobile phone is switched off;

9.12.2 the mobile phone is out of range or roaming;

9.12.3 the mobile phone has been lost or stolen;

9.12.4 the mobile phone number has been changed without informing us;

9.12.5 any failure and/or delay concerning the mobile phone operator's network; or

9.12.6 any illegal act of a third party acting which compromises the security of the mobile phone operator's network or your mobile phone.

9.13 All information we give and all communications via SMS alerts will be provided in the English language.

9.14 SMS alerts are accurate when they are created by the system. The funds available in the account may change before and/or after receipt of an SMS alert.

9.15 You and each authorised user are responsible for the security of your and their mobile phones and must take all reasonable precautions to prevent anyone accessing confidential information. It must be reported to us immediately should you or an authorised user:

9.15.1 lose a mobile phone; or

9.15.2 think that a mobile phone's security has been compromised.

We will not be liable for any disclosure of confidential information where these have not been complied with.

9.16 If you or an authorised user change a mobile phone or provide it to another person to provide repairs, it is your responsibility and that of the authorised user to ensure that all SMS alerts (and any other security details) have been properly deleted and removed from the device

and to ask us to suspend SMS alert services if the mobile phone is being repaired. Think carefully before linking other devices (such as tablet computers, laptops and other computers) to a mobile phone which allows receipt of SMS alerts on those devices, as you and the authorised users are also responsible for the security of those devices and taking reasonable precautions to prevent anyone accessing confidential information on those devices which is shared with another person.

9.17 To make administrative changes to SMS alerts, send us a secured message or call the Customer Services Team on the number at the start of this document.

9.18 If you or an authorised user contact us to change the mobile number registered with us, for security reasons, before we make any changes, we will ask you or the authorised user to identify yourself/themselves using our usual checks, in addition to asking to confirm the last 4 digits of the nominated account.

9.19 SMS alerts for you and/or an authorised user can be cancelled at any time by de-registering, by sending us a secure message through the online service or by calling the Customer Services Team on the number at the start of this document.

9.20 We may cancel SMS alerts immediately:

9.20.1 if you no longer have an account with us;

9.20.2 on 60 days' notice if we withdraw our SMS alert service; or

9.20.3 by notice if you or an authorised user commit a material breach of these Terms.

10. Security of data

10.1 You and each authorised user must take all reasonable precautions to keep safe and to prevent fraudulent use of the security details. You and each authorised user must not disclose your security details to any other person or record security details in any way that may result in them becoming known to any other person.

10.2 Please note that after your application has been accepted for the account, we will never contact you or any authorised user, or ask anyone to do so on our behalf, requesting the disclosure of security details in full (this includes the police and other authorities). If you or any authorised user receive any such request from anyone (even if they are using our name and logo and appear to be genuine), then it is likely to be fraudulent and you or any authorised user must not supply your security details to them under any circumstances, but should report any such requests to us immediately by contacting us.

10.3 Be wary of emails or telephone calls asking for any security details and treat emails claiming to be from us with caution.

10.4 Always access our online service by typing the address into the web browser. We would never send an email with a link to a page which asks anyone to enter your account log-in details.

10.5 Be wary about recording any security details on software which retains it automatically (for example, any computer screen that prompts you to 'save password' or the 'save password' feature in your internet browser).

10.6 You should check all payments on your account carefully. If you believe a payment was not authorised by you or an authorised user, you or an authorised user must notify us without delay and in any event within 13 months after the date of the payment by calling us on our freephone fraud prevention number **0800 077 8210**. As long as we have no reason to believe that you are not entitled to a refund and you notify us in accordance with this condition, we will refund the unauthorised payment by the end of the following business day and put your account back into the position it would have been had the payment not taken place.

10.7 If you or an authorised user suspects that someone knows any security details so that you or the authorised user suspects your account may be at risk, we must be contacted immediately by calling us on our freephone fraud prevention number **0800 077 8210**. If you or the authorised user fail to do so, subject to condition 18, you and each authorised user will be liable for any unauthorised payment on your account that has been confirmed by the use of the security details.

10.8 We would never contact you or any authorised user to:

10.8.1 ask for any secret word or password in full over the phone or via email, including keying the secret word into a phone's keypad;

10.8.2 ask to send personal or banking information via text;

10.8.3 ask to carry out a test transaction online unless this is in agreement with you and the authorised user and is processed only by you or the authorised user through the secure online portal.

10.9 We would never ask you or any authorised user to send personal or banking information via email. In exceptional circumstances only you and any authorised user may instruct us to accept personal or banking information via email; however, we are not obliged to accept such instruction and you and each authorised user accepts the whole risk in sending such information via email and acknowledge that we will have no liability in relation to accepting such instructions or for the loss of such information which is sent via email.

10.10 You and each authorised user will be responsible for all instructions received by us between the times you or any authorised user logs in with security details until you or they log out from the online service. Please note that this includes (but is not limited to all of the following):

10.10.1 any input errors;

10.10.2 instructions sent by someone other than an authorised user; or

10.10.3 leaving the device being used to access the online service unattended while still logged into your account.

11. Paying money into the account(s)

11.1 We will tell you how to make any opening deposit as part of your application to open the account in the product literature or in your application form. The remainder of this condition 11 relates to subsequent deposits.

11.2 Unless the product literature permits otherwise, deposits may only be made by electronic payment (e.g. CHAPS, bank transfers) from your nominated account. If deposits are not sent from your nominated account we will return the funds to the originating UK Bank/ Building Society. We will also return any payments we receive if such payments are accompanied by incomplete or incorrect account details such that we are not able to identify the person to whom and/or account into which the money should be paid.

11.3 We will tell you when you have opened the account the details you need in order to make deposits into the account by electronic payments. When making an electronic payment to us, please note our sort code is provided by NatWest as it acts on our behalf as our clearing bank.

11.4 Electronic payments (e.g. CHAPS, bank transfers) will usually be deposited and available as cleared funds in your account on the same business day that we receive the funds from the payer's Bank or Building Society.

11.5 Cheque payments will only be accepted (i) if the product literature expressly states this or (ii) at our discretion. You must allow six (6) clear business days for clearance on all cheques paid in, before withdrawal can be made against them. We may refuse to accept post-dated cheques and are not responsible for the early clearing of such cheques. Cheques can only be accepted if issued from your nominated account and are made payable to the account holder with the account number on the reverse.

11.6 If a payment from someone else is added to your account by mistake or the bank that sent it asks for it back, we can deduct the payment from your account or put a hold on the money so that you cannot spend it. We do not have to tell you before we do this. We may also pass on information about you to the other bank to help them recover the funds, which could include personal information that we hold about you.

12. When interest is paid

12.1 Unless the product literature specifies otherwise, where interest is payable, it will be added to the account (or paid to your nominated account as you elect in the application form) annually on 5 April (or the next business day if this is not a business day). For accounts with monthly interest, where interest is payable, it will be added (or paid to your nominated account as you elect in the application form) on the last business day of each month.

12.2 Where interest is payable, interest will be calculated on electronic payments made into your account from the business day that we receive them until the day before withdrawal/closure or transfer.

12.3 For new accounts, where interest is payable, interest will be paid from the date the initial deposit is treated as received.

12.4 Where interest is payable, for accounts with monthly interest, pro rata amounts may be paid in the first month the account is opened and the payment of the first part-month's interest may be delayed to the following month if the account is opened after the 24th of the month.

12.5 In the last month of an account's term, the pro rata amount will be added to the account on maturity or closure.

13. Tax on interest

13.1 Interest will be paid gross.

13.2 Please note that your tax affairs are your own responsibility.

13.3 Every year we are required to supply to HMRC details of interest paid or credited to customers.

14. Fees and charges

14.1 We may introduce or vary fees and charges in accordance with condition 29. Any specific fees and charges can be found on our website **kentreliance.co.uk/support/fees-and-charges** or by calling our Customer Services on the number at the start of this document, or visiting a branch.

14.2 To the extent we do not recover our costs by means of one of our fees and charges, you will reimburse us on demand any costs we reasonably incur as a result of (i) providing non-standard services to you in connection with the account and/or (ii) your breach of the agreement for your account.

14.3 You agree that we may deduct any fees or charges or other amounts payable under this condition 14 from your account as set out in condition 35 (Lien/Set off).

15. Withdrawals

15.1 All payments made by electronic transfer from your account must be requested in accordance with the procedure we notify you of from time to time and must be transferred to your nominated account. To authorise a payment, you or an authorised user must provide consent to it by:

15.1.1 Logging on to the online service and providing whatever other security details and/or following whatever procedure we may require at the time you request that we make the payment. Once you have submitted the correct security details and/or successfully completed whatever procedure we require you to follow, you will not be able to revoke your payment request. To close your account through the online service, please use the secure message function to send your closure request; or

15.1.2 For CHAPs payments, calling our Customer Services Team on the number at the start of this document.

15.2 To change your nominated account you must inform us in writing in accordance with the procedure we notify you of from time to time and specify the name, sort code and account number of your new UK Bank/Building Society account (which must be held in the account holder's name).

15.3 If you opt to change your nominated account, please send us an original UK Bank or Building Society account statement no more than 3 months old showing the account details. Until such time the update takes effect, payments made from your account will still be credited to your existing nominated account.

15.4 Subject to the cut-off times referred to in condition 15.5 below, your payment request asking us to carry out a payment transaction will be received as follows:

15.4.1 Online, when an authorised user submits the correct security details authorising the payment;

15.4.2 For CHAPS payments, on the day an authorised user asks us to carry out the payment; and

15.4.3 For a future dated payment, the date on which you would want us to carry out the payment.

Except for future dated payments, once we have received your payment request, you cannot cancel the payment. A request to make a payment on a future date may not be cancelled after the end of the business day before the specified future date.

15.5 We operate cut off times on business days. Our cut off time for all electronic payments is 3:30pm. If we receive a payment request after those times or on a non-business day, your payment request will be treated as being received by us on the next business day. Details of our current cut off times can also be found at **kentreliance.co.uk/withdrawals.**

15.6 We may refuse your payment request if:

15.6.1 there is not enough money in your account;

15.6.2 your instructions are incomplete or unclear;

15.6.3 we do not think it has come from you;

15.6.4 there has been an insolvency event; and/or

15.6.5 doing so might cause us to break the law, regulation, code or other duty or obligation which applies to us.

15.7 If we refuse to act on a payment request, we'll tell you:

15.7.1 that we've done so;

15.7.2 the reason why we refused; and

15.7.3 how you can ask us to fix the situation, if you think we made a mistake.

We'll give you this information at the earliest opportunity and in any event by the end of the working day after the day we received your payment request. For example, if we receive your payment request on Monday, we'll give you this information by the end of Tuesday.

We will not tell you that we're refusing to act on a payment request if the law prevents us from doing so.

15.8 Electronic payments from your account will usually reach the recipient's Bank or Building Society no later than the end of the business day after we receive your payment request. If you make your payment request on paper, then the funds may be received on the second business day after we receive your payment request. If you make your request after the cut off time (see condition 15.5) or on a non-business day, then we will treat your request as being received on the next business day. Payment transaction value limits may apply. For further information go to **kentreliance.co.uk/withdrawals**. We may apply a lower payment transaction limit from time to time and, if applicable, we will tell you what it is at the time you ask us to make the payment. If you wish to pay more money than the transaction limit permits, you may instruct us to make a series of electronic payments or we may require you to use an alternative method such as CHAPS. If we do this and a fee applies, we will let you know at the time.

15.9 Please note that we will not allow any direct debits or standing orders from your account.

16. Non-receipt of payments made out of your account

16.1 You and your authorised users are responsible for providing us with the correct information when asking us to make a payment. This will be the recipient's account number and sort code and name as it appears on the account. If you or your authorised users notice that something has gone wrong with a payment, you/your authorised users must tell us as soon as possible and within 13 months. If you/your authorised users did not give us the correct information, we will not be liable for any delays or problems with the payment. We will, however, do our best to try and help you get your money back. We may charge you for this and will tell you whether charges apply and if so, how much, at the time you or your authorised user asks us to help you. Where we are unable to get your money back, you can send us a written request and we will then provide all the relevant information we can in order for you to claim repayment of the funds. We will only provide information to you that we are allowed to provide to you by law.

16.2 If the money paid out of your account does not reach the payee's account, we will investigate this. If it is the case that you/your authorised user gave us the correct information but the money did not reach the payee's Bank or Building Society, then we will refund to you the amount of the payment and restore your account to the position it would have been in (for example, by paying any interest you would have earned and refunding any interest or charges that you have paid as a result) except where HMRC regulations do not allow us to do so. Upon request, we will also make immediate efforts to trace the non-executed or defective payment free of charge and notify you of the outcome. If the money did reach the payee's Bank or Building Society, they will be responsible for correcting any mistake.

16.3 If you ask us to make a payment and the payee's Bank or Building Society receives it later than we are legally required to send it to them, you can ask us and we will contact the payee's Bank or Building Society and ask them to correct the amount of interest and charges on the payee's account so that it is as if the payment was received on time.

17. Security details and protecting your account

17.1 You and your authorised users must use all security details in accordance with these Terms.

17.2 You and your authorised users must keep safe all security details we give you. You and your authorised users must not give them to another person or let another person use them or do anything which would enable someone else to use them (such as writing them down in a way another person could easily understand).

17.3 If you or your authorised user lose any security details or think that they have been stolen or otherwise acquired by another person without your or your authorised users' permission or are being used without your or your authorised users' consent, then you or your authorised users should tell us as soon as possible and without undue delay by calling us on our freephone fraud prevention number **0800 077 8210**.

17.4 Once you or your authorised user have told us your security details have been lost or compromised, you will not be liable for any unauthorised payments so long as you and your authorised users acting on your behalf have not acted fraudulently. You will be liable for all losses where your security details have been compromised as a result of your or your authorised users' fraudulent conduct or gross negligence (see condition 18 for more details).

17.5 Where we reasonably believe your security details have been compromised and/or are being used in an unauthorised or fraudulent manner, we may prevent them from being used. Before we do this we will telephone you to let you know we are going to block the security details and why. We will also write to you to confirm what we are doing and why. If we are not able to let you know in advance, we will tell you afterwards. However, we will not tell you before or after blocking your security details if to do so would be unlawful. We will either unblock your security details or replace them as soon as reasonably possible once we no longer have reason to prevent them from being used.

17.6 We will contact you by post, telephone or email if there are suspected or actual fraud or security threats relating to your account.

18. Unauthorised payments

18.1 You/your authorised users must carefully check all statements and other documents we give to you/your authorised user detailing payments made out of your account. If you/your authorised users become aware of any unauthorised payments you/your authorised users must call us without undue delay, and in any event within 13 months after the date the payment was debited from your account by calling us on our freephone fraud prevention number **0800 077 8210**. As long as we have no reason to believe you/your authorised users are not entitled to a refund and you/your authorised users notify us in accordance with this condition, we will refund the unauthorised transaction and put your account back to the position it would have been in, as if the payment had not been made by the end of the next business day.

18.2 However, you/your authorised users will be liable for all payments made from your account(s) if you/your authorised users have, deliberately or carelessly failed to:

18.2.1 use your security details in accordance with these Terms;

18.2.2 notify us without delay in accordance with condition 17.3 on becoming aware of the loss, theft or unauthorised use of your security details; or

18.2.3 take all reasonable steps to keep security details safe.

18.3 Except where you/your authorised users have acted fraudulently, you/your authorised users are not responsible:

18.3.1 for any losses incurred in respect of any unauthorised payments arising after you/your authorised users notified us of the loss, theft or unauthorised use of your security details in accordance with condition 17.3;

18.3.2 if we failed to provide you with appropriate means of reporting the loss or theft of the security details; or

18.3.3 where you/your authorised users security details have been used in certain circumstances to buy something online or at a distance.

18.4 You may be liable up to a maximum of £35 for unauthorised payments which take place before you/your authorised users notify us and which arise from the use of any lost or stolen security details which have become known to someone else. We won't hold you responsible for up to £35 where:

18.4.1 the loss or theft of you/your authorised users security details was not detectable by you/ your authorised users prior to the payment (unless you/your authorised users have acted fraudulently); or

18.4.2 the loss was caused by the acts or omissions of our employees, agents or branches, or an entity which carried out activities on our behalf.

19. Account information

19.1 We will provide you with information about transactions free of charge by uploading a statement to our online banking portal each month (covering the transactions from the previous month). We will send you a notification by email to let you know the statement is available for you to view, unless we agree with you that you would prefer not to receive that notification. Where you make a deposit to open the account, we will confirm the details of that transaction by letter. You will not receive an email notification in respect of that transaction.

19.2 We will also provide you with an annual statement without charge in the same way as we provide information about transactions to you under condition 19.1.

19.3 We will only provide monthly statements to you if there are transactions on your account. If there are no transactions other than interest payments on your account in any month, we will not provide a statement.

19.4 When you close your account, we will confirm the details of the final withdrawal at the time that you close the account or by letter, so you will not receive an email notification in respect of that transaction.

19.5 If you close your account, we will no longer upload statements for that account. You will also not be able to view your account by logging onto our online banking portal.

20. Responsibilities and our liabilities

20.1 In addition to your responsibilities and liabilities set out elsewhere in these Terms, you will be responsible for all losses on the account if you or any authorised user intentionally or negligently fail to use the online service in accordance with these Terms.

20.2 We will take reasonable care to ensure that any information provided by us via the online service is an accurate reflection of the information contained on our computer systems or where the information is provided by a third party, accurately reflects the information we receive from that third party. Where the information provided via the online service is beyond our reasonable control (for example it is provided by a third party) we cannot guarantee that is accurate or error free. We may also explain that some information is provided subject to certain restrictions or on a specific basis (for example, it is only accurate up to a certain date). If we do this and you or any authorised users rely on the information, this will be subject to those restrictions on the basis on which the information is provided.

20.3 We will not be responsible for any loss or damage to data, software, hardware, telecommunications or other equipment caused by use of the online service unless such loss or damage is directly and solely caused by our negligence or deliberate fault.

20.4 Unless specifically agreed otherwise, we will have no liability for:

20.4.1 any equipment, software or associated user documentation which any person other than us produces at any time for use, or which can be used, in connection with the online service; and

20.4.2 any services through which any person accesses the online service or which are accessed through the online service which are not controlled by us.

20.5 We shall not be responsible if we fail to comply with any of these Terms or you or any authorised user suffers any loss:

20.5.1 due to circumstances beyond our reasonable control, the consequences of which would have been unavoidable despite efforts to the contrary; or

20.5.2 where this is due to our obligations under applicable law.

20.6 If we fail to comply with these Terms, we are responsible for loss or damage suffered that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not reasonably foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach.

20.7 We have no liability for any loss of profits, loss of business, business interruption or loss of business opportunity.

20.8 We do not in any way exclude or limit our liability for:

20.8.1 death or personal injury caused by our negligence;

20.8.2 fraud or fraudulent misrepresentation; or

20.8.3 for any matter which it is not permitted by law to limit or exclude, or attempt to limit or exclude, our liability.

21. Change of details

21.1 It is your responsibility and that of each authorised user to notify us in writing via secure message or by calling the Customer Services Team on the number at the start of this document of any change in registered business name, trading name, address, change of tax residency, telephone number(s) or email address. We will correspond using secure message, the registered email address or trading address provided to us, unless correspondence is returned to us as undeliverable.

21.2 We will give you and each authorised user details of how to advise us of any changes when you open your account or they become an authorised user from time to time.

22. Non UK based business

22.1 If you no longer constitute a UK based business, you may no longer continue to operate or open a new account with us. You may not add further funds to any savings accounts held with Kent Reliance once you cease to be resident or ordinarily resident in the UK for tax purposes. In addition, we can close your account as described in condition 30 (Termination).

23. Data protection

23.1 We will collect and use your personal data in accordance with our privacy policy which can be found at **kentreliance.co.uk/legal/privacy-policy,** or can be obtained by calling the Customer Services Team the number at the start of this document.

24. Telephone call recording

24.1 Calls with us may be monitored and/or recorded for compliance, legal, customer service and training purposes.

24.2 Calls may be handled by our overseas call centre.

25. Insolvency and other legal claims

25.1 If an insolvency event occurs we may decline to act on any instructions from you or any authorised user or any other person until we are given sufficient evidence that such instruction is in accordance with the relevant insolvency procedure. We may also accept instructions from a person properly appointed and authorised to give such instructions under the relevant insolvency procedure, or as we are directed by the courts.

25.2 If any authorised user dies or, as a result of any mental illness or incapacity, becomes incapable of managing the account and/or giving us instructions, we may require such evidence of authority from a suitable authorised person (such as an executor or attorney) as we consider appropriate before we act on such person's instructions.

26. Inactive accounts

26.1 Where post is returned to us, or there have been no authorised user-initiated transactions on an account for a period of six years or more and we have not heard from you during this time, we may flag the account as inactive.

26.2 If your account is flagged as inactive this will mean:

26.2.1 No withdrawals or changes to the account can be made;

26.2.2 You, or any authorised users, will not be able to register for our online services for the account until it has been reactivated;

26.2.3 Online transactions cannot be made until the account has been reactivated;

26.2.4 Your account will continue to earn interest;

26.2.5 We may suspend certain correspondence relating to the account.

26.3 To reactivate your account, we will ask the authorised users to verify their details and provide us with proof of identity, address and residency.

27. Dormant accounts

27.1 An account may be flagged as dormant if there hasn't been any transactions made by yourself or any authorised users on the account for a continuous period of 15 years or more.

27.2 If your account becomes dormant, we may take part in the unclaimed assets scheme under the Dormant Bank and Building Society Accounts Act 2008 (as amended from time to time). 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.

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

If we transfer the balance of your account to RFL, your right to payment of your balance will remain as normal but will be transferred from us to RFL. However, we'll remain responsible for managing all aspects of the relationship with you and for handling all repayment claims (which we'll do on behalf of RFL). You should continue to contact us in the usual way if you have any queries or complaints in relation to your balance.

27.3 If your account is flagged as dormant, this will mean:

27.3.1 No withdrawals or changes to the account can be made;

27.3.2 You will not be able to register for our online services for the account until it has been reactivated;

27.3.3 Online transactions cannot be made until the account has been reactivated;

27.3.4 Your account will continue to earn interest;

27.3.5 We may suspend certain correspondence relating to the account.

27.4 To remove the dormant flag, we will ask the authorised users to verify their details and provide us with proof of identity, address and residency.

28. Third party claims

28.1 We will only recognise the named account holder as the owner of an account. We will not recognise any trust or claim to the account by any other company or person unless the law requires us to do so.

29. Changes to interest rates and terms and conditions

29.1 We may make changes to:

29.1.1 your interest rate (unless you have a "fixed" rate product as described in condition 29.5);

29.1.2 your account;

29.1.3 the Terms and Conditions;

29.1.4 product literature; or

29.1.5 charges at any time as described in this condition 29.

We will always look to ensure that any changes we make are fair and in proportion to the impact on us and our customers.

29.2 We may make changes as described in condition 29.1, to respond to the following:

29.2.1 changes in our funding costs and how much it costs us to provide accounts to you (which may include both increases and decreases in the cost to you);

29.2.2 changes in the law, regulations, or decision made by a court order or ombudsman;

29.2.3 changes in statements or codes of practice or industry guidance;

29.2.4 to preserve our financial stability; or

29.2.5 any other event or circumstance which is beyond our reasonable control.

29.3 In addition to the reasons set out in condition 29.2 we can also change our interest rates to reflect the following:

29.3.1 respond to changes in interest rates generally in the retail banking market; or

29.3.2 balance the rates we pay our savings customers with the rates our mortgage customers pay to borrow money from us and the rates we pay to borrow or raise funds.

29.4 In addition to being able to change the interest rates on your account in accordance with conditions 29.2 and 29.3, we may change them for any reason. If we are making a change in reliance on this condition 29.4, we will tell you this when we give you notice of the change.

29.5 Interest rates described as "fixed" will not vary for the specified term.

29.6 In addition to the reasons set out in condition 29.2, we can also change these Terms and Conditions and/or your account and/or the product literature and/or any charges for the following reasons:

29.6.1 to make improvements to or to make changes in services we provide which may include by way of example, changing the systems and technology used to provide those services and/or introducing new facilities and features;

29.6.2 as a result of changes in our ownership or a reorganisation due to us acquiring or merging with another business;

29.6.3 to make them clearer or fairer to you or to correct any errors; or

29.6.4 for any other valid, fair or proportionate reason where we reasonably believe a change is appropriate or necessary.

29.7 In addition to our right to make changes as described above, we may also limit at any time without notice the amount that you may withdraw in respect of any account, should we reasonably consider such restriction is necessary in order to protect the legitimate interests of our customers as a whole.

Table 1

Interest rate change	How we will tell you	When we will do this	Consequences
Increase	We will place notices in our branches and on our website.	As soon as reasonably possible.	The change will be effective immediately.
Decrease	We will send you personal notification (either by post, email, secure message, a message on your statement or in any other way that will be sent to you personally).	At least 14 days before the change take effect; or	You will have at least 30 days from the date of notification of the reduction during which you can close your account without charge (or any other financial loss) and without providing notice.
		At least 14 days plus the amount of notice you have to give us to make a withdrawal from, or to close, your account, before the change takes effect; or	You will have to provide notice to close your account in accordance with the product literature, you'll also be required to pay any charge that might ordinarily apply in lieu of notice.
		If the product notice period is less than 30 days, we will give you 14 days, plus 30 days' notice before the change takes effect.	
Where the product literature states the interest rate on your account is linked to a reference rate, the interest rate will change on the first working day of the month after the reference rate changes and you will not be notified of this change unless the product literature indicates otherwise.			

29.8 Where we make a change to the interest rates, we will give you notice as set out in Table 1 above. The amount of notice and the way we give you the notice will depend on the type of change that will be made. Table 1 also provides details about when the relevant change will come into effect and what rights you have where we make a change to the interest rates.

29.9 If we decrease the interest rate relying on condition 29.4, you will be free to close your account (without notice, loss of interest or additional charges) at any time within 30 days of the date we reasonably expect you will have received our notification of the change.

29.10 Where we make a change to your account, the Terms and Conditions, the charges or to our product literature, we will give you notice as set out in Table 2 below. The amount of the notice and the way we give you notice will depend on the type of change that will be made. Table 2 also provides details about when the relevant change will come into effect and what rights you have where we make changes.

Table 2			
What is changing	**When will we tell you**	**How will we tell you**	**If you object to the change**
Any changes relating to electronic payments, for example: • Paying money in • Withdrawals (except as described in condition 29.6) • Unauthorised payments • Complaints • Protecting your account security • Statements • Non-receipt of payments • Fees and charges	At least 2 months before the change takes effect.	Personal notification (either by post, by email or secure message if you have an online account).	You can end your agreement and close your account without charge or any other financial loss at any time during the period specified in our notification.
Any other change to your disadvantage, other than the types of changes described above.	At least 30 days before the change takes effect.	Personal notification (either by post, by email or secure message if you have an online account).	You can end your agreement and close your account without charge or any other financial loss at any time during the 60 days from the date of our notification.
All other changes that are not to your disadvantage.	Within 30 days after the change takes effect.	Via notices in our branches and on our website	If you wish to end your agreement and close your account because of the relevant change we are making, you may close your account in line with the terms set out in the product literature, which may result in you incurring charges (or other financial loss).

Unless we hear from you before the end of the relevant notification period described above to tell us that you do not accept the change, wish to end the agreement and wish to close your account, we will treat you as accepting the change(s) we are making. The change(s) will take effect at the end of the relevant notice period.

You can call us to discuss any changes made to your interest rate or the Terms and Conditions (including charges) by calling our Customer Services Team on the number at the start of this document. You can close your account, by visiting your local branch, sending a secure message using our online service calling or writing to the Customer Services Team.

30. Termination

30.1 You may close your account and terminate the agreement relating to an account at any time by notifying us in writing, calling the Customer Services number on the number at the start of this document or by sending us a secure message using our online service. Please check the product literature applicable to your account to see if there are any further requirements, consequences of or limitations on terminating your agreement and closing your account.

30.2 Unless your account or agreement is for a fixed term, we may close your account and terminate the agreement by giving you at least 90 days' notice in writing at the account holder's or authorised user's registered address (or by secure message for an online account).

30.3 We may close your account and terminate the agreement immediately or on less notice if:

30.3.1 we are required to do so by law, regulation or other rule or decision which applies to us;

30.3.2 we reasonably believe your account is being used in a way that involves, or is likely to involve, the commission of an offence (for example, for fraudulent or other illegal purposes);

30.3.3 we have reasonable grounds to believe that your account has been used, is being used, or will be used in connection with a serious crime;

30.3.4 we find out that any of the information you provided to us when entering into this agreement was incorrect and, had you provided the correct information, we would not have entered into the agreement;

30.3.5 you or any authorised user have been threatening, abusive or violent towards our staff; or

30.3.6 we reasonably consider that by continuing with the agreement, we may break the law, regulation, or other rule which applies to us (for example, if you've moved abroad and we reasonably consider that we may require a licence to continue to provide your account).

30.4 In addition to the reasons set out in 30.3 above, if your account or agreement is for a fixed term, we may also close your account and terminate the agreement immediately if you or any authorised user have committed a serious breach of the terms of your account or have repeatedly breached the terms of your agreement.

31. Complaints

31.1 We aim to resolve all complaints by close of business on the third business day after the complaint is received. If this is not possible we will follow either of the two processes set out below depending on the nature of your complaint.

31.2 Complaints relating to electronic payments into and out of your account:

We will acknowledge your complaint in writing promptly (no later than five business days from the date we received your complaint), to confirm that we are investigating and next steps. We have 15 business days from the date we received your complaint to respond in full. If we are unable to do so within that period, we will send a holding reply explaining why we are unable to respond in full and providing a deadline by which we will do so. That deadline may not be more than 35 business days from the day we received your complaint. If we are unable to resolve your complaint, we will tell you our decision and provide information about your right to appeal to the Financial Ombudsman Service.

31.3 All other complaints:

We have eight weeks to resolve your complaint. Within this time, we will keep you updated on the progress of our investigation in accordance with the Financial Conduct Authority's Dispute Resolution rules. If we are unable to resolve your complaint through our internal procedure, we will write to you detailing our decision and your right to appeal to the Financial Ombudsman Service.

31.4 Information about our complaints procedure and the Financial Ombudsman Service is contained in our complaints leaflet which is available via our branches, by writing to the Customer Services address above, or our website. Financial Ombudsman Service information will also be detailed within our correspondence to you at the eight week/final response stage of your complaint.

32. Your regulatory obligations

32.1 It is your responsibility to comply in full with any legal or regulatory requirements including those of any professional or trade body that you are a member of or subject to which apply to how you operate your account or any money that you deposit into the account.

33. Changes in your business

33.1 You will notify us promptly of all material changes to the legal or beneficial ownership of the business and will promptly provide us with such other information about the business as we reasonably require from time to time. In particular, and without limiting this, you will promptly inform us if as a result of any change in the size of your business your categorisation as a "large" business customer or otherwise changes for the purposes of the rules of the Financial Services Compensation Scheme. The latest criteria for this can be found at **kentreliance.co.uk/downloads**

34. Protecting your account

34.1 You/your authorised users should notify us if you find any delay, failure or error in your account, especially in the sending or receiving of instructions. It is in your interest to notify us as soon as possible in these circumstances.

34.2 You/your authorised users must contact us immediately if you/your authorised users suspect any fraudulent activity has taken place on your account in accordance with the Terms.

34.3 If you/your authorised users believe that someone has fraudulently used your account, we may ask you/your authorised users to report the matter to the police and obtain a crime reference number. You agree that we may give the police or other financial crime agencies any information they need during an investigation to assist them in establishing whether someone else is using or has used your account details (where applicable to the operation of your account).

34.4 In the following circumstances, we may suspend the online service available to you if we are ordered to do so by an appropriate legal or regulatory body or court, or if we have reasonable grounds to believe that:

34.4.1 you/your authorised users are not adhering to the Terms in a material manner; or

34.4.2 you/your authorised users have acted fraudulently or negligently; or

34.4.3 someone else is trying to access or use your account; or

34.4.4 the relationship between us has broken down as a result of your conduct, for example you (including any of your authorised users, directors, major shareholders, agents or employees) have acted with abusive or threatening behaviour towards our staff; or

34.5 There is a dispute about the ownership or entitlement to the money in the account that we reasonably believe to be genuine. If we do this, we will tell you as soon as possible by contacting you/your authorised users, unless we are prevented from doing so by law.

35. Lien/Set off

35.1 If we suspend the online service available to you, we will resume that service at the earliest opportunity after the circumstances that led to the suspension of the service have been resolved.

35.2 We may use any funds deposited with us to repay or reduce any due debt which you may have with us (subject to any borrowing terms you agree with us), as guarantor or in any other way. We may do this without giving prior notice, but you will be notified immediately after we have done this.

36. Law and jurisdiction

36.1 These Terms shall be governed and construed in accordance with English law and you and we agree to the exclusive jurisdiction of the courts of England and Wales. All communications in connection with your account will be in English.

36.2 These do not affect or exclude any Terms implied in law unless set out expressly in these Terms.

We can provide literature in large print, Braille and audio. Please let us know if you require an alternative format or any additional support with managing your account. You can contact us either by phone, in writing, visiting one of our branches or by visiting **kentreliance.co.uk/additional-support** for more information.

For customer service and training purposes, calls with Kent Reliance may be monitored and/or recorded.

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