



Conditions of Use

BUSINESS RESERVE ACCOUNT

Business Reserve Account(s) are only available to you if you hold a Business Current Account with us. These Conditions of Use are additional to the Business Current Account Conditions and application form ('Account Agreement') provided by us to you and these Conditions of Use should be read together with the Account Agreement. This Account is a Non-Payment Account.

Unless otherwise agreed in writing between you and us, Business Reserve Accounts are operated according to the following Conditions of Use.

1. Definitions

'Account(s)' means any Business Reserve Account(s) which we open and maintain for you;

'Agreement' means the agreement between us and you for the Account(s). It comprises the application form and the Conditions, the Account Agreement and any changes or amendments to them as notified;

'Conditions' means these or any other Conditions of Use from time to time in force;

'Designated Client Account' means any account held by us in your name and which is designated as holding funds beneficially owned by one or more clients who are named or otherwise identified in the title of that account;

'General Client Account' means an account held by us in your name and which is designated as holding funds beneficially owned by one or more clients who are not named or otherwise identified in the title of that account;

'we', 'our', 'us' or 'ourselves' means Coutts & Co;

'Working Weekday' means any day between Monday and Friday (inclusive), which is not a UK or local Bank Holiday;

'you' or 'your' means the sole trader, partnership, association, company or other body whether corporate or unincorporated and any partner or member of any association or other unincorporated body which holds the Account(s).

2. The Business Reserve Account is available to all business clients making deposits on their own behalf.
3. The Business Reserve Accounts are available in the following currencies:
 - (a) sterling;
 - (b) euro; and
 - (c) US dollar.

4. Your Account

- 4.1 The money paid into your Designated Client Account belongs to the client of yours that you name in the Designated Client Account title that you provide to us when you open your Account. You should notify us if you hold a General Client Account that only holds funds for Escrow purposes.
- 4.2 Tax reporting for Designated Client Accounts. We are required to report information about the status of your clients to the tax authorities. In order for us to do this and to continue to provide you with the Account, you will need to:
 - Where appropriate as detailed in the 'Additional Account – Client Checklist,' ensure that your client(s) complete and return to you a self certification form that we will provide to you (a 'self certification form for an individual – Tax Details' and/or a 'self certification form – Tax Details – Entity');
 - Check that the information provided by your client on the relevant self certification form is consistent with your records and knowledge of the client;

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- Return the completed, relevant, self certification form(s) to us and;
 - Notify us of any changes to your clients' circumstances which relate to the information provided on the self certification form;
 - Your private banker will provide you with the relevant forms which need to be completed and guidance on how to do this. If you have any questions please get in touch with your private banker or Coutts 24 in the usual way;
 - You must provide us with all reasonable assistance that we request in dealing with any questions we have about your clients or the information provided by them.
5. We will act on your instructions in accordance with the mandate(s) in force for your Business Current Account and these Conditions. For intra-account instructions given by telephone, see Condition 9, and for instructions given by facsimile or electronic means we will act on instructions given in accordance with procedures and on terms separately agreed with you. For your further security, we may require written confirmation in respect of telephone or facsimile instructions.
- 6. Running your Account(s)**
- 6.1 Each month, if there is a transaction on your Account(s), we will provide you with a statement. On receipt of your statement, you should check it and, if there is an entry which seems to be wrong, you should tell us as soon as possible and in any event within 13 months in accordance with these Conditions and Condition 18 of the Coutts Business Current Account Conditions of Use so the matter can be resolved.
- 6.2 We will send you a statement of Account(s) at least annually.
- 6.3 We reserve the right to refuse a deposit.
- 6.4 We will not accept instructions for Direct Debits or standing orders to be paid from the Account(s) or issue a chequebook or debit card for the Account(s).
- 7. Credit interest**
- 7.1 Interest will be paid in accordance with the interest tiers and rates detailed in our Interest Rates Notice, which will be supplied on request and the rates are available at [coutts.com/rates-and-prices](https://www.coutts.com/rates-and-prices).
- 7.2 We will change the interest rate to enable us to respond proportionately to a change in the Bank of England current Bank rate.
- 7.3 We may change any other interest rates for any of the following reasons:
- 7.3.1 to enable us to respond proportionately to a change in the Bank of England current Bank rate;
 - 7.3.2 to enable us to respond proportionately to changes in the interest rates paid or charged by other banks and financial institutions on personal current and savings accounts;
 - 7.3.3 to reflect changes in the costs we reasonably incur in providing your Account;
 - 7.3.4 to reflect changes in the law or a decision by an ombudsman;
 - 7.3.5 to enable us to meet changed regulatory requirements;
 - 7.3.6 to reflect changes in codes of practice to which we subscribe.
- We may also change the interest rates which apply to your Account for any other valid reason.
- 7.4 Interest is calculated quarterly and is paid to the Account(s) at the end of March, June, September and December.
- 7.5 Interest on deposits held at an office situated in the United Kingdom is paid subject to UK law and regulations from time to time in force governing deduction of income tax from interest earned.
- 8. Borrowing**
- 8.1 Overdrafts are not available on Business Reserve Accounts.
- 8.2 If there are insufficient cleared funds available on the Account to meet any withdrawal, we may refuse to act on such instructions.
- 8.3 If we accept instructions to withdraw uncleared funds, we shall be entitled, at our discretion, and without affecting any of our other rights, to convert the Account to a Business Current Account which will be subject to our Commercial Account tariff and Conditions of Use upon 60 days' notice.
- 8.4 Notice shall be effective whether or not it comes to your attention.
- 8.5 We shall not be obliged to convert a Business Current Account back to a Business Reserve Account.
- 9. Banking by telephone**
- 9.1 If you wish to give us intra-account instructions by telephone, we will take all reasonable steps to identify and verify the caller and their authority on the Account(s) with us. We may, at our discretion, ask that you complete a separate authority in this regard and that authorised persons provide us with security information to aid verification. You must take care of this information including any passwords used for validation purposes, since it is essential to help prevent fraud and protect your Accounts. Please ensure that you:
- a) do not allow anyone else (except your staff) to use this security information; and
 - b) always take reasonable steps to keep this security information secret at all times.
- 9.2 You authorise us to act on any instructions given after we have gone through the verification process, whether the instructions were authorised by you or not.

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- 9.3 It is essential that you tell us as soon as you can if you suspect or discover that someone else knows your security information or that of any person authorised to give us instructions by telephone and may use it without your authority.
- 9.4 The fastest method of advising us is by telephone. Once you have told us that someone else knows your security information or that of any authorised person, we will take immediate steps to prevent this information from being used. We will refund you the amount of any transaction (together with any interest and fees if appropriate) not authorised by you or an authorised person after you have told us that someone else knows your security information or that of any authorised person.
- 9.5 If your security information or that of any authorised person is used without authority before you tell us someone else knows it, you will not be liable for any loss, unless you or the authorised person has acted fraudulently or negligently, eg by not following Conditions 9.1 and 9.3 above.
- 9.6 We may record telephone conversations with you in order to resolve problems, which may arise through misunderstanding or human error.
- 9.7 We may also record and monitor calls for the purposes of training and improving our service.

10. General Conditions

- 10.1 We may, without notice, transfer any credit balance on any Business Reserve Account(s) in your name or in the case of a partnership, in the name of any partner, to repay any borrowing on any other Account(s) in your name, and we will tell you of any transfers which we have made.
- 10.2 Coutts & Co is covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most individuals, businesses and corporations can claim back up to £85,000 of their deposits (or £85,000 for each eligible account holder of a joint account). An FSCS Information Sheet, including a list of exclusions from the Scheme, will be provided on an annual basis. For further information about the compensation provided by the FSCS, refer to the FSCS website at www.fscs.org.uk.

- 10.3 Unless the parties agree otherwise:

10.3.1 if you live in England and Wales, the laws of England and Wales apply to these Conditions and the English courts have non-exclusive jurisdiction. If you live in Scotland, Scots Law applies to these Conditions and the Scottish courts have non-exclusive jurisdiction;

10.3.2 you and we undertake not to commence any proceedings in relation to these Conditions in the courts of any other jurisdiction, other than England, Wales and Scotland.

- 10.4 We may, at our discretion, add to or vary these Conditions and any other conditions agreed with you, our banking hours, banking practices, account services and our fees by giving you notice in our offices, in the national press or by post. If the change is to your advantage, we may make the change and will notify you either before the change comes into effect or at the earliest opportunity afterwards. In all other cases, we will give you not less than 60 days' notice by post to the last principal address we have. At any time up to 60 days from the date of the notice you may, without notice, switch your Account(s) or close it without having to pay any extra charges or interest for doing this.

- 10.5 If you give instructions contrary to any of these Conditions, we may, at our discretion and without affecting our other rights, refuse to act on the instructions.

- 10.6 We shall not be liable to you for any loss you may suffer if we are prevented from or delayed in providing you with any banking or other service due to strikes, industrial action, failure of suppliers or equipment or other causes beyond our control.

11. Notice of Changes to Interest Rates

- 11.1 If we are changing the interest rates we pay on credit balances in a way that is to your advantage, no notice will be given.

- 11.2 If we are changing the interest rates we pay on credit balances in a way that is to your disadvantage we will notify you personally not less than 14 days before the change comes into effect.

- 11.3 You can find information about our interest rates by:

- asking your commercial banker;
- calling Coutts24;
- visiting coutts.com;
- logging into our digital services;
- referring to your account statement.

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12. Ending the Agreement

12.1 You may close the Account(s) at any time by notice to us, but the Account(s) will only be closed when all payments that we are obliged to pay have been paid, and any amounts owed on the Account(s) have been repaid.

12.2 We may require an Account to be closed at any time on giving notice of at least 60 days. We will then transfer the balance and accumulated interest to your linked sterling or foreign currency Current Account. Additionally, we may immediately close an Account in exceptional circumstances, such as:

12.2.1 if the Account(s) is, in our opinion, being operated improperly or in breach of any Condition of the Agreement; or

12.2.2 if any dispute arises in relation to the Account(s) or funds in it, whether between the Account(s) holders (if more than one) or involving any other party or otherwise; or

12.2.3 in cases of suspected fraud.

We will immediately notify you of such closure.

13. Your information

We will use your information in accordance with the clause headed 'Your information' which forms part of the Conditions of Use of your existing Coutts Business Current Account agreement with us. If you require a copy of that clause, please contact your commercial banker.

In the clause above, 'you' and 'your' extends to any individual who has supplied us with personal information in relation to the Account(s)