

Triodos Bank.
These are our
Terms & Conditions
for businesses &
charities.

12.5%

the percentage
of UK wind farms
financed by us*

650+

the number of
renewable energy
projects we're
currently funding
internationally*

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1. Introduction

1.1 These Terms and Conditions govern your Business and Charity Account(s) with the UK Branch of Triodos Bank NV. These Terms and Conditions form part of the Contract between you and us. They explain our obligations to you and your obligations to us. When you sign the application form you are agreeing to these Terms and Conditions.

1.2 These Terms and Conditions are divided into three parts. The first part constitutes the General Terms and Conditions which apply to all Account types; the second part constitutes the Terms and Conditions for Payment Accounts and the third part constitutes the Non-Payment Account Terms and Conditions.

1.3 You should read these Terms and Conditions carefully and retain a copy for future reference. We can provide you with additional or up to date copies of these Terms and Conditions (and any other documents which form part of the Contract between you and us) if you request this. These Conditions are also available on our website.

1.4 These Terms and Conditions apply to Business and Charity Account holders, who can be;

a sole trader: a person operating a business in their own name, or under a trade name;

a partnership: two or more people operating a business together with a view to making a profit from their activities;

a company: a separate legal entity incorporated as a limited or unlimited company under the relevant Companies Act or a foreign company incorporated abroad;

an industrial and provident society: a separate legal entity under the Industrial and Provident Society Act 1965;

a registered charity, club, society, association, trust or other group: an organisation, group or body providing a service for the benefit of others.

1.5 We regard our customers as important partners—it's your money that makes possible the financing of innovative social and environmental ventures. We aim to be fair and reasonable in all our dealings with you and to give you the information you need to make informed decisions about your money.

1.6 We carry out careful assessments of organisations applying for current and deposit accounts. A successful application for a Triodos current or deposit account does not indicate that an organisation is eligible for finance. We will carry out further assessment of the social, cultural and environmental nature of any organisation before considering an application for finance.

2. Meaning of Words

2.1 In these Terms and Conditions, a number of words and phrases have a special meaning, which is explained here:

You and **your** refers to the business or organisation named as the Account holder

We, us and **our** refers to Triodos Bank NV incorporated under the laws of the Netherlands

Account means your Business Account(s) held with us from time to time

Base Rate means the base rate set by the Bank of England or any successor authority that takes over responsibility for setting such a rate

Business Day means any day other than Saturdays, Sundays or other Public holidays

Calendar Day means any day of the week from Monday to Sunday

Tariff means our tariff of charges which we provide with the application pack

Terms and Conditions mean these Terms and Conditions together with our Tariff; online Terms and Conditions, application form, facility agreement where applicable, account information and interest rate schedule.

Website means our internet presence at www.triodos.co.uk

General Terms and Conditions

3. Opening an Account

3.1 Proof of your identity and address

3.1.1 When you open an Account with us, we will ask you for information about the nature of your business and your organisation. We will also ask you for sufficient proof of the identity and address of the people controlling your organisation and operating your Account. This information enables us to satisfy our legal obligations and protect you, the public and us against fraud and the misuse of the banking system. We will provide you with details of these

requirements when you open an Account.

3.1.2 To help us verify your identity we may use the details you supply to make electronic searches about you at credit reference agencies who will supply us with information from specific databases, including information from the Electoral Register and fraud prevention agencies. This information will be used solely for the purpose of verifying your identity and address. A record of this process will be kept that may be used to help other companies to verify your identity.

The agencies will record details of the search but not of our decisions based upon it. We may also pass information to organisations involved in fraud prevention, to protect ourselves and our customers from theft and fraud. If you supply false or inaccurate information and we suspect fraud, we will record this and share this information with other organisations. In some instances we may need to ask you to send in further information or documents.

3.1.3 From time to time we may also need to update the proof of identity and address we hold for you, or make any other enquiries as are necessary at any time in pursuing our legal and regulatory obligations.

3.1.4 We will not permit payments from your Account until we have sufficient information to verify the identity and address of the people controlling your organisation and operating your Account. You will still be able to make deposits into your Account but you will not be entitled to receive Account details or statements. If you are unable to provide sufficient information within the deadline we give you, we will return any deposits you have made to the bank or other financial institution from which they originated, as required by law.

3.1.5 We will ask you to fill in a section on the application form, called a mandate, giving us a specimen of your signature(s) informing us of who is authorised to make payments from your Account.

3.2 Joint Accounts

3.2.1 Each joint Account holder authorises us to accept and act upon instructions sent or given to us by letter or electronically, by any one or in some instances, both of the joint Account holders on behalf of all of you. Including agreeing to vary the terms on which existing Accounts in your joint names are operated, to transfer funds in or out of the Account or to close any Account.

3.2.2 We are entitled to accept the authority of any joint Account holder as agreed to give instructions on behalf of all other Account holders relating to the Account until it is cancelled by any such other joint Account holders, or treated by us as cancelled or by operation of law.

3.2.3 If any one of the joint Account holders tells us of a dispute between you, we may treat this as notice of cancellation of the authority of any single joint Account holder. If we do, any further transactions will need the authority of all the joint Account holders.

3.2.4 In the event of the death of any of you, the survivor(s) will be asked to complete a new mandate. Subject to any rights we or a third party may have, any money in the Account will be at the disposal of the survivor(s).

3.2.5 We may make information about a joint Account available to any other joint Account holder by telephone, letter or electronically.

3.3 Charity Current Account

3.3.1 The Charity Current Account can only be operated by charities registered with the Charity Commission or the Office of the Scottish Charity Regulator.

3.3.2 To aid the process of registration for new charities we will accept an application and opening deposit of £5,000 or more from an unregistered charity, and produce a statement confirming the account details and balance. In this situation the account will remain blocked and we will request that official confirmation of registration is provided before the account is made operational.

4. Giving us instructions

Unless we have made specific and documented arrangements, all instructions for the operation of your Account must be made to our office in writing and carry your Account number and signature(s) in accordance with your mandate.

5. Our liability to you

5.1 If we do not carry out your request, or delay doing so, or do not carry out your request correctly, we will be liable for any direct loss and the interest that you did not receive from us as a result of our failure, or late action, or mistake, if 5.2 below does not apply. We will not be responsible to you for any indirect losses or losses that we could not reasonably have expected to foresee or to occur.

5.2 Our responsibility in relation to section 5.1 above is subject to the following:

5.2.1 We will not be responsible to you for any loss you may suffer if we or any of our agents or correspondents are prevented from or delayed in providing you with any banking or other services due to compliance with laws preventing money laundering, fraud or terrorist financing, strikes, industrial action, failure of equipment or supplies, or other causes beyond our reasonable control.

5.2.2 We will not be responsible for any payments from the Account or any loss you may suffer including any indirect loss, caused by:
your failure to keep your security details, such as codes, PIN and digipass, or other confidential information about your Account secure;
your failure to take all reasonable precautions to prevent unauthorised or fraudulent use of your security details, such as codes, PIN and digipass or other confidential information about your Account, and;
your failure to comply with the security obligations set out in these Terms and Conditions and the security recommendations on our Website.

6. Your liability to us

6.1 You are responsible for payment of any debt that arises on your Account. If you have a joint Account, you will each be responsible for any money owing on your Account, both individually and jointly. This means that if one of you is unable to repay the money owing, the other Account holder(s) can be

required to pay the amount due in full, even if your relationship has changed or ended.

6.2 If any Accounts you hold with us are in credit, we may use the credit to reduce or repay any amounts you owe on other Accounts you hold with us in the same name. If we decide to do this, we will tell you why and when it will be done.

7. Statements

7.1 Current Account statements

Statements will be sent on the first working day following the date requested. An additional statement for the period up to and including 31 December will also be sent to you each year. We will tell you about the Account charges to be paid on your Account, including any flat fee charges on an Account statement on the first of every month. This will be in addition to the normal statements you have requested.

7.2 Deposit Account statements

Statements for all other Accounts are issued in July and January or on request. Statements are additionally issued in April and October for cheque Accounts. You can choose another frequency, for example weekly, monthly or every time there is a transaction on your Account. You can also call and request an up to date statement at any time, free of charge.

7.3 We recommend that you carefully check your Account history regularly. If any entry appears to be wrong, you should tell us as soon as possible.

8. Confidentiality

8.1 We will treat all your personal information as private and confidential (even when you are no longer a customer). Information we hold about you will not be disclosed to anyone unless:

we are legally required to disclose;

we have a public duty to disclose;

our interests mean we must give the information (for example, to prevent fraud);

the disclosure is made with your consent;

We will not give your name and address to anyone else for marketing purposes.

8.2 To ensure that we, or someone acting on our behalf, carry out your instructions accurately, and for compliance and training purposes, we may monitor and/or record your telephone calls with us. Any recordings remain our sole property.

8.3 We will only give Account details over the telephone if we are satisfied as to your identity. No transaction instructions or changes to your customer details will be accepted over the telephone unless you have previously made specific written arrangements with us to do so. You can call us to request that information about your Account be sent to you. Please contact our Customer Services department if you would like to know more about these arrangements.

9. Crime Prevention and Debt Recovery

9.1 To prevent crime, verify your identity, recover debt and to meet our legal obligations, we may exchange information (both within the UK and, where appropriate, overseas) with fraud prevention, law enforcement, debt recovery agencies and other organisations including other lenders.

9.2 If you give us false or inaccurate information and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

10. Data Protection Act 1998

10.1 Your personal information held in our computer and filing systems may be used in the following ways:

to assist us in providing the service for which you have applied;

to keep you informed of other services which may be of interest to you, unless you have opted not to receive them.

enquiries may also be made with credit reference agencies and in such cases the agencies will keep a record of our enquiry. However we will only disclose information about you to the agencies in the event of your defaulting on a debt.

10.2 These uses of your personal information are covered by our registration under the Data Protection Act 1998 (Reg no: Z6794013). Under the terms of the Act you have the right to

make a written request for a copy of the information we hold about you, on payment of a charge, please see our Tariff.

11. Marketing of services

- 11.1 From time to time we'll send you information about the projects we lend to. We'll do this through our quarterly magazine and an annual list of the organisations we lend to. We are careful not to send you information you don't want. We are careful not to send you additional information about our services where you do not want it. You can say what information you want to receive when you open an Account with us. We will also remind you from time to time, and at least once every three years, of your right to say you do not wish to receive information about our services.

12. Bankers references

We will only provide bankers' references or bankers' opinions in reply to status enquiries made about you if you give your written consent. A copy of the reply will be available to you on request. If you would like to know more about the way bankers' references work and our charges, please let us know.

13. Deposit guarantee scheme

We are part of Triodos Bank NV which is based in the Netherlands. Most depositors are covered by the Dutch deposit guarantee scheme which is also based in the Netherlands. This

means that if our bank is unable to meet its financial obligations, our eligible UK depositors would be entitled to claim up to €100,000 (approximately £83,650 as at 17 June 2010) from the Dutch deposit guarantee scheme. For joint Accounts, the maximum limit applies to both Account holders (i.e. €100,000 per Account holder). Most depositors, including individuals and small firms (i.e. businesses which may publish an abridged balance sheet), are covered under the scheme. For further information about the Dutch deposit guarantee scheme (including the amounts covered and eligibility to claim) please contact us or refer to www.dnb.nl.

14. Complaints

- 14.1 Even though we aim to give you the best possible service and information, there may still be occasions when you may wish to complain. If you wish to make a complaint, please contact our Customer Services department on 0845 769 7239 or email customerservices@triodos.co.uk. You can review our complaints procedure on our website.
- 14.2 We will then arrange for the right person to investigate your concerns. When you contact us, please provide the following:

your name and Account number;

the reason for your complaint;

the product, if applicable, that your complaint refers to;

the name of the person(s) that you dealt with;

copies of any documentation relevant to your complaint; and

a suggestion of what you would like us to do.

14.3 If you are unhappy with our response, or we have not sent you a final response within 8 weeks of the original complaint, you have the right to take your complaint to the Financial Ombudsman Service, as applicable for businesses and organisations with a group annual turnover of less than £1million per year.

14.4 If you would like the Financial Ombudsman Service to look into your complaint, you must contact them within six months of the date of any final response issued. You can find out more about the role of the Financial Ombudsman Service by contacting our Customer Services department and requesting a copy of the leaflet, or you can write to:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone number: 0845 080 1800

Website:

www.financial-ombudsman.org.uk

Email:

complaint.info@financial-ombudsman.org.uk

15. Regulatory Information

15.1 Triodos Bank NV is incorporated under the laws of the Netherlands with limited liability, registered in England and Wales BR3012. Triodos Bank NV is authorised by the Dutch Central Bank (DNB) and regulated by the Financial Services Authority (FSA) for the conduct of UK business. Triodos Bank NV's FSA registration number is 183366. Details of the extent of our regulation by the Financial Services Authority are available on request.

16. Governing Law

16.1 The operation of your Account will be governed by English Law. The language we will use in our communications will be English. These Terms and Conditions are governed by English Law.

Terms and Conditions For Payment Accounts

This section applies to Current Accounts, Cheque Accounts, Instant Access and Easy Access Deposit Accounts

17. Paying into your Account

17.1 You can make payments into your Account:

by instructing another bank or building society to make an electronic transfer from your account with them to your Account with us. You will need to give them the following details:

Bank: Triodos Bank

Sort Code: 16–58–10

Your bank Account name and Account number with us.

by bank giro credit (for cash or cheques) across the counter at any UK bank or building society using one of our paying-in slips. The other bank may charge for this or any other counter service;

by CHAPS, an electronic same-day payments system, within the UK;

by post with a paying-in slip or letter using our Freepost address (Triodos

Bank, Freepost BS9292, Bristol, BS8 3FA). Please do not send cash by post;

or by international electronic transfer from other countries—please ask us for details.

17.2 We do not offer a service for depositing cash at our UK Branch. Any cheques deposited at our Branch will be treated as if posted to us. Cash can be deposited at other banks using one of our paying-in slips. The other bank may charge for this service.

17.3 If you want to pay a cheque made out in a foreign currency into your Account, you will receive the rate of exchange offered by the bank on whose account the cheque is drawn at the time of converting the payment into sterling. It may take sometime for the money to be credited to your Account. The amount credited to your Account will usually be after the deduction of any incurred charges. As these charges can be significant, we do not accept foreign currency cheques of less than £75 in value. Please note that we have the right of recourse—the right to reclaim the monies paid to you—in the case of all items subjected to forgery or fraudulent activity.

17.4 We will not accept a cheque made out in a foreign currency as an opening deposit for an Account.

17.5 We will accept cheques or other items which are payable as follows:

sole trader: to you or your trading name;

partnership: to any or all partners or your trading name;

company or industrial and provident society: to the company or its trading name;

charity, club, society, association, etc: to its own name

17.6 We may allow you to pay cheques that have been made out differently to the standards above into your Account. We will ask you to complete an indemnity form before we can accept the cheque. Please contact us for details.

18. When your money is available

18.1 When you pay funds into your Account, your funds will start earning interest from the day the funds are paid into your Account. When you pay cash or make an electronic transfer into your Account through another bank, the funds will normally be available to withdraw the next Business Day.

8.2 Paying in by cheque

18.2.1 When you pay a cheque into your Account through another bank, the value of the cheque is added to your Account balance on the date we receive the funds, which is normally two Business Days after you have paid it in. When you send a cheque to us by post, the value of the cheque is added to your Account balance on the date we receive it and pay it into your Account. In both cases, they start earning interest, but as 'uncleared' funds they are not yet available to you for withdrawal. We must first ask the bank of the person who issued the cheque to confirm they will pay us the value (to 'clear' the cheque). If the other bank refuses to pay us its value, the value of the cheque is deducted from your Account as at the date it was added.

18.2.2 If you paid the cheque in at another bank, the funds will be available for withdrawal on the second Business Day after they were added to your Account. If you sent the cheque to us by post, the

funds will be available for withdrawal on the third Business Day after they were added to your Account. We can arrange faster 'special clearance' for a fee, please see our Tariff.

18.3 Cleared funds

The value of the cheque will become 'cleared' funds by the end of the sixth Business Day after the funds were added to your Account. This means that the funds cannot be reclaimed from you as a result of a cheque being returned unpaid.

For example, you pay in a cheque for your Account through another bank on Monday, and it will be paid into your Account (and start earning interest) on Wednesday (Transaction date, or **T**). The funds will be available for withdrawal on Friday (**T + 2**), although they are not cleared funds until the end of the following Thursday (**T + 6**).

You send a cheque to us by post, and it is paid into your Account (and starts earning interest) on Wednesday (Transaction date or **T**). The funds will be available for withdrawal on Monday (**T + 3**), although they are not cleared funds until the end of the following Thursday (**T + 6**).

18.4 If a cheque which you have paid into your Account is returned unpaid, its value will be deducted from your Account. We will inform you when this has been done. Depending on the reasons why the cheque was unpaid, we will either ask for payment again from the bank of the person or business that issued it, or return it to you.

19. Payments out of your Account

19.1 You can make payments from your Account as long as there are sufficient funds in your Account for the payments, or if the amount is covered by an agreed overdraft facility. We will take into account any other payments which we have paid or agreed to pay from your Account that day or which have been authorised, such as Faster Payments, standing orders and direct debits.

19.2 When a payment or standing order is due on a day which is not a normal Business Day, we will make the payment on the next Business Day. Please note that we do not offer overdraft facilities on any deposit Accounts and may refuse to make payments where there are insufficient available funds, irrespective of funds you may hold in other Accounts with us. We will charge you a fee—as shown on our Tariff—if we have to refuse a payment.

19.3 Payments from your Account with us can be made in a number of different ways.

These include a transfer of funds by:

Faster Payments to a specified account at another UK bank: You will need to provide us with the correct account details for your beneficiary each time you wish to make a payment. This facility is only available where the beneficiary's bank is able to accept Faster Payments. You can check your beneficiary's bank sort code to see if it accepts Faster Payments at www.canipayfaster.co.uk. The funds will be taken from your Account on the

day we initiate the payment following your instructions. The funds will be credited to the beneficiary's account the next Business Day. You carry on earning interest until the day the beneficiary receives the funds in their account. This service is only available for single transaction amounts up to £100,000. Once a Faster Payment has been made the transaction cannot be cancelled. Any transfer requested above this limit will default to a CHAPS transfer and a charge may apply.

CHAPS, an electronic payments system, to another bank account within the UK: funds are cleared the same day. Please refer to our Tariff for our charges for this service;

To a bank account in another country by international electronic transfer. Please enquire for further details. If you want to make a payment in a currency other than sterling, please contact us and we will advise you how this can be done and what our charges will be. The bank receiving the payment may also impose charges which are not within our control.

19.4 Banking instructions received before 2:00pm (1:00pm for international payments) on any Business Day will be processed on that day. Instructions received thereafter will be processed on the next Business Day.

19.5 Cheques you issue

If your Account has a cheque facility and you issue a cheque on your Account, it will normally be deducted from your Account two Business Days after the recipient pays it into their account. For example, a cheque paid in on a Monday will normally be deducted from your Account on a Wednesday. More time may be needed for a cheque

paid into a building society account or any bank outside England and Wales, or any account held at a non-clearing bank.

19.6 Writing cheques

19.6.1 You may only issue cheques denominated in pound sterling. If your cheque book(s) are lost or stolen, or if you think that someone has signed or altered one of your cheques without your permission, you must inform us as soon as possible. You must not write a future date on cheques. If you do so and they are presented to us for payment before the due date, and we pay them, we shall not be liable to you for making such payment.

19.6.2 When writing a cheque, you must take all reasonable precautions to prevent anyone else altering it. If we receive for payment one of your cheques that is more than six months old, we do not have to pay it.

19.7 Cheque Allowance

Twenty four free cheques per Calendar year are allowed on **Social Venture and Charity Cheque Accounts**. After this there is a charge for each cheque, as detailed in our Tariff. These Accounts also require a minimum starting deposit to obtain a cheque book, and the Account needs to have this minimum balance at the time of re-ordering a cheque book.

19.8 Stopping cheques and other payments

You may instruct us to stop the payment of a cheque, standing order, direct debit or other item, as long as:

the amount has not yet been taken out of your Account; and

we have not told the person or their bank that we will be paying them.

You may give such instructions by phone provided we have satisfied ourselves as to your identity. A fee is normally charged for stopping cheques: please see our Tariff.

Please note that we may refuse to carry out a credit or debit instruction from you if we are not reasonably satisfied as to the legality of the proposed transaction.

20. Interest

20.1 Interest on current Accounts

20.1.1 Credit interest

Interest payable on credit balances will be at the rate set out in our interest rate summary sheet unless we have agreed a separate rate with you. Interest is calculated on the daily available credit balance and is paid monthly.

20.1.2 Overdraft interest

Interest payable on overdrawn balances will be at the rates set out in our facility agreement with you. Interest is calculated on the daily cleared overdrawn balance in the Account and is charged as set out in the facility agreement.

20.1.3 Agreed temporary borrowing and unauthorised borrowing interest:

Interest payable on agreed temporary borrowing and unauthorised borrowing will be at the rates set out in our Tariff unless we have agreed separate rates with you. Interest is calculated on the daily cleared overdrawn balance in the Account and is charged monthly unless we have agreed otherwise with you.

20.2 Interest on deposit Accounts

You start earning interest on your Account from the day that funds are added to your Account. This is calculated on a daily basis according to our current interest rates, which are available on our Website, and on request. Interest on our Accounts is credited on the dates or intervals shown on our interest rate summary sheet, and when Accounts are closed. Interest is paid directly to cheque Accounts. For other Accounts you can choose to have your interest paid directly to your Account, or to another bank account of your choice by BACS transfer. If you have chosen to have your interest paid to an account with another bank, please allow at least five Business Days after the date interest is credited for the transfer to be completed.

20.3 Changing interest rates

We may change the interest rates on your Account with us. This change may be effective immediately. New rates will be published on our Website within three Business Days of a change. We will let you know of any changes in interest rates within 60 Calendar Days by letter or email, and through our Website. Details of our current interest rates will be published on our Website and on any statement we send you. If you wish to change or close your Account due to notice of a reduction in rates, you must notify us within 60 Calendar Days of notification of the changes. If you do not notify us, we consider that you have accepted the change.

20.4 Tax

We will pay you interest after deduction of tax at the applicable rate unless

we have proof that your business or organisation is tax exempt. Please contact us for details if you have any questions about this. Tax statements are sent in April each year to all customers who have paid tax on the interest earned in their Account(s) in that tax year, even if the Account has since been closed.

21. Charges

21.1 Account charges

21.1.1 Charges for operating your Account are based on how you use your Account. These charges will be as set out in our Tariff, unless we have agreed separate charges with you. The leaflet was sent to you as part of your application pack, is also available on our Website and on request, and will be sent to you whenever changes are made.

21.1.2 We will give you 60 Calendar Days advance notice of changes to our Account and transaction charges. If you wish to change or close your Account due to notice of these changes, you must notify us within the 60 Calendar Day period. If you do not notify us, we consider that you have accepted the change.

21.2 Standard charges

Before we deduct interest or charges for standard Account services from your current or deposit Account generated over a charging period, we will give you at least 14 Calendar Days notice in writing of how much we will deduct. We will tell you when your charging period is. When we tell you how much we will deduct, we will tell you, as a minimum, the amount of interest and charges you must pay, and how much you will have to pay for the services you have used. We will tell you the rates of interest that apply to your

Account whenever you ask us to and on your statement.

21.3 Other Charges

Charges for other services you may use such as foreign transfers or CHAPS payments will be as set out in our Tariff. Charges may also apply for more specialised or counter services.

21.4 Overdrafts

Overdrafts on current Accounts are available only by prior arrangement. Detailed Terms and Conditions of any overdraft facilities made available to you will be agreed with you separately.

21.5 Agreed temporary borrowing

Temporary borrowing or overdrafts may be agreed with you at our discretion. You must contact us to arrange this. Any such borrowing is repayable on demand. Interest for temporary borrowing is charged at higher rates, please see our Tariff.

21.6 Unauthorised borrowing

Do not write cheques when there are not enough cleared funds in your Account, or if you will go over your borrowing limit, without getting our agreement first. If you do so, you run the risk of cheques or other items not being paid and a charge being applied. If we pay them this does not mean that we have agreed the overdraft or increased borrowing (which should be repaid as quickly as possible) nor that we will do so again. We will charge you a fee for informing you about any unauthorised borrowing—see our Tariff. All unauthorised borrowing is repayable on demand. Interest for unauthorised borrowing is charged at higher rates as set out in our Tariff.

22. Closing your Account

- 22.1 You may apply in writing to close your Account at any time. Additionally for a period of 30 Calendar Days after the date you open your Account with us, you have the right to cancel your contract with us by closing your Account.
- 22.2 We may close your Account if you fail to operate your Account according to agreed Terms and Conditions or regularly fail to ensure that there are sufficient cleared funds in your Account to make requested payments. If we close your Account, we will write to you and, unless there are exceptional circumstances including but not limited to unauthorised borrowing, we will give you 60 Calendar Days' notice of our intention to close your Account. We will repay any credit balance to you and we may require you to repay any money owed to us. Please see section 6 above on your liability to us. We reserve the right to close Accounts without notice where our identification and address verification requirements have not been met, or where no deposit has been made within six months of opening the Account.

23. Dormant Accounts

- 23.1 We may suspend the operation of an Account that has been inactive for at least 12 months. We do this to protect you and to prevent fraud. It also protects your privacy by not allowing confidential information to go to an old address.
- 23.2 Before re-activation of a dormant Account, you may be required to provide suitable evidence of your

identity and your legal claim on the Account.

- 23.3 If you have money in a dormant Account, it will always be your property (or if you die it will become part of your estate), no matter how many years pass.

24. Changes to these terms

- 24.1 From time to time we may change these Terms and Conditions. We will tell you about any changes to these Terms and Conditions and when they come into effect by email or by post and on our Website.
- 24.2 If we decide to make any change to these Terms and Conditions we will give you 60 Calendar Days' notice of the change. If we make any changes to these Terms and Conditions that do not disadvantage you, we may make them immediately and tell you about them within 30 Calendar Days of having done so.
- 24.3 If the changes are not to your advantage you may wish to close your Account within 60 Calendar Days of the date of the notice of the changes. If you reject the proposed changes, we may take this as a rejection of the contract and a notice of termination. We will contact you before we close your Account. If we do not hear from you, we will consider that you have accepted the changes.

25. Internet banking

If you have indicated that you would like us to provide internet banking services, the following additional Terms and Conditions will apply. We will give you 60 Calendar Days written notice except

where specifically stated otherwise, if we change these Terms and Conditions. The new Terms and Conditions will apply from the date specified in the notice.

25.1 Use of websites

Some of our websites have additional terms of use that apply to the relevant site. These will be found on the website. If there is any conflict or ambiguity between the website terms of use and the Terms and Conditions in this section, the Terms and Conditions in this Agreement will apply.

25.2 Availability of internet banking services

We will work hard to ensure our internet banking services are available at the times you wish to use them. However, we cannot and do not guarantee their availability, nor that access to and use of our websites will be uninterrupted or error free. From time to time we may need to suspend provision of the internet banking services for repair, maintenance or upgrade purposes and we will not in any event have any liability to you if we are prevented from or delayed in providing any internet banking services due to the failure of any telecommunication link or other equipment or infrastructure not owned or controlled exclusively by us and/or any acts or omissions of telecommunications or internet services providers.

25.3 Instructions

For the purposes of the general Terms and Conditions above and the requirements: **(1)** to provide written confirmation of your request to make a withdrawal from your Account; and **(2)** to provide all other instructions in relation to the operation of your Account in writing (unless we have made other specific and documented arrangements); you can comply with

these requirements by providing us with the relevant details using your authenticated security details on our site. However, please pay careful attention to the security notice set out in the following section

25.4 Security notice

25.4.1 Internet banking is safe and convenient as long as you take a number of simple precautions, including (but not limited to) the following:

Keep your computer secure. Make sure that any computer you are using benefits from up-to-date anti-virus and spyware software and a personal firewall. If you use a public computer (e.g. in an internet café), you should ensure you do not leave any personal details stored on that computer after you have finished using it;

Keep your codes and PINs secret and your Digipass safe. This includes (but is not limited to) taking the following precautions: **(1)** destroying any PIN notification immediately after receipt from us; **(2)** never writing your PIN or code details in a way that might be understood by someone else or recording them on any item or in any place that might be accessed by someone else; **(3)** taking all reasonable care to ensure that no-one sees your PIN or code when you use them;

Treat emails you receive with caution and be very wary of emails or calls asking you to reveal any personal security details. Triodos Bank (or the police) will never contact you to ask you to reveal your internet banking PIN or code information;

Follow any further advice we may offer from time to time on our website;

Visit www.banksafeonline.org.uk for useful information.

25.4.2 Please remember that internet communications are not secure unless the data being sent is encrypted. We cannot accept any responsibility for any unauthorised access by a third party to and/or corruption of data being sent to us by email.

25.4.3 If you are a victim of internet fraud and someone gains unauthorised access to your Account, then we will refund the full amount of money taken from your Account, provided each of the following conditions applies:

You have not given your security details (including your PIN, code details or Digipass) to someone else;

The loss was not caused by your use of an account aggregation service (i.e. a service provided by another company that allows you to view all of your bank details on a single website);

You have not sent us incorrect payment instructions;

You have used reasonable care when using internet banking (eg. logging off at the end of each internet banking session and not leaving your computer unattended while logged on to the internet banking service);

You inform us as soon as possible of any security breach or potential breach of which you are aware;

You have not acted fraudulently;

You have taken the precautions described in these Terms and Conditions and complied with all other reasonable instructions we may give from time to time regarding security details.

For the avoidance of doubt, our promise to compensate you in the circumstances described above only extends to a refund of the amount

taken from your Account and does not extend to any additional loss you may suffer in consequence of any unauthorised access to your Account.

25.5 Client browser

Your client browser must be Javascript enabled.

25.6 Transactions

Some specific conditions apply to transactions processed through internet banking:

Urgent same day payments to another bank account within the UK (CHAPS) & International payments are only allowed on payment accounts

Internet banking is only available for Pound Sterling accounts;

Banking instructions, other than internal transfers between your Triodos Accounts, that you authorise after 2:00pm on any Business Day may not be processed until the next Business Day;

Banking instructions to pay money from your Account may not be cancelled once you have authorised them and we have accepted them unless we agree to do so at our discretion. If we do agree we may make a charge;

You may want to resubmit or delete rejected transactions as otherwise they will continue to appear on your 'rejected transaction' overview;

Transaction batches that you upload are only available to the person who has uploaded them. We will ensure that an appropriate file size for uploaded batches is available;

If you request an internal transfer

between your Triodos Accounts on 1 January this may appear on your year end statement.

25.7 Account charges and deduction of interest

25.7.1 Charges for the running of your Account and for transactions passing through it using internet banking are based on how you use your Account and will be as set out in our Tariff unless we have agreed separate charges with you. If you choose to use other non-internet banking methods for transactions our standard Tariff will apply unless we have agreed separate charges with you. The Tariff was sent to you as part of your application pack, is also available on request and on our website, and will be sent to you whenever changes are made.

25.7.2 Before we deduct interest or standard charges for internet banking account services from your current or deposit Account which have built up over a charging period, we will give you at least 14 Calendar Days notice in writing of how much we will deduct. We will tell you when your charging period is. When we tell you how much we will deduct, we will tell you, as a minimum, the amount of interest and charges you must pay, and how much you will have to pay for the services you have used. We will tell you the rates of interest that apply to your Account whenever you ask us to and on your statement.

25.8 Variation/Termination

We may at any time vary or terminate some or all of our internet banking services. In the case of any material variation, or termination, we will give you as much notice as we reasonably can in the circumstances.

Terms and Conditions For Non-Payment Accounts

This section applies to all deposit accounts with a notice-period

26. Paying into your Account

26.1 You can make payments into your Account

by instructing another bank or building society to make an electronic transfer from your account with them to your Account with us. You will need to give them the following details:

Bank: Triodos Bank

Sort Code: 16-58-10

Your bank Account name and Account number with us;

by bank giro credit (for cash or cheques) across the counter at any UK bank or building society using one of our paying-in slips. The other bank may charge for this or any other counter service;

by CHAPS, an electronic same-day payments system, within the UK;

by post with a paying-in slip or letter using our Freepost address (Triodos Bank, Freepost BS9292, Bristol, BS8 3FA). Please do not send cash by post;

or by international electronic transfer from other countries. Please ask us for details.

26.2 We do not offer a service for depositing cash at our UK Branch. Any cheques deposited at our Branch will be treated as if posted to us. Cash can be

deposited at other banks using one of our paying-in slips. The other bank may charge for this service.

- 26.3 If you want to pay a cheque made out in a foreign currency into your Account, you will receive the rate of exchange offered by the bank on whose account the cheque is drawn at the time of converting the payment into sterling. It may take sometime for the money to be credited to your Account. The amount credited to your Account will usually be after the deduction of any incurred charges. As these charges can be significant, we do not accept foreign currency cheques of less than £75 in value. Please note that we have the right of recourse – the right to reclaim the monies paid to you – in the case of all items subjected to forgery or fraudulent activity.

We will not accept a cheque made out in a foreign currency as an opening deposit for an Account.

- 26.4 We will accept cheques or other items which are payable as follows:
sole trader: to you or your trading name;

partnership: to any or all partners or your trading name;

company or industrial and provident society: to the company or its trading name ;

charity, club, society, association, etc: to its own name.

- 26.5 We may allow you to pay cheques that have been made out differently to the standards above into your Account. We will ask you to complete an indemnity form before we can accept the cheque. Please contact us for details.

27. When your money is available

27.1 Paying in by cheque

- 27.1.1 When you pay a cheque into your Account through another bank, the value of the cheque is added to your Account balance on the date we receive the funds, which is normally two Business Days after you have paid it in. When you send a cheque to us by post, the value of the cheque is added to your Account balance on the date we receive it and pay it into your Account. In both cases, they start earning interest, but as 'uncleared' funds they are not yet available to you for withdrawal. We must first ask the bank of the person who issued the cheque to confirm they will pay us the value (to 'clear' the cheque). If the other bank refuses to pay us its value, the value of the cheque is deducted from your Account as at the date it was added.

- 27.1.2 If you paid the cheque in at another bank, the funds will be available for withdrawal on the second Business Day after they were added to your Account. If you sent the cheque to us by post, the funds will be available for withdrawal on the third Business Day after they were added to your Account. We can arrange faster 'special clearance' for a fee—see our Tariff.

27.2 Cleared funds

The value of the cheque will become 'cleared' funds by the end of the sixth Business Day after the funds were added to your Account. This means that the funds cannot be reclaimed from you as a result of a cheque being returned unpaid.

27.2.1 For example

You pay in a cheque for your Triodos

Bank Account through another bank on Monday, and it will be paid into your Account (and start earning interest) on Wednesday (Transaction date, or **T**). The funds will be available for withdrawal on Friday (**T + 2**), although they are not cleared funds until the end of the following Thursday (**T + 6**).

You send a cheque to Triodos by post, and it is paid into your Account (and starts earning interest) on Wednesday (Transaction date or **T**). The funds will be available for withdrawal on Monday (**T + 3**), although they are not cleared funds until the end of the following Thursday (**T + 6**).

- 27.3 If a cheque which you have paid into your Account is returned unpaid, its value will be deducted from your Account. We will inform you when this has been done. Depending on the reasons why the cheque was unpaid, we will either ask for payment again from the bank of the person or business that issued it, or return it to you.

28. Payments out of your Account

- 28.1 **Notice period**—Payments from your Account will be made in accordance with the notice period applying to your Account. You choose this notice period when you open your Account.

For example, if your Account is on 33 Calendar Days' notice, you will need to allow 33 Calendar Days from the day we receive your instructions before we make the payment.

You can give notice for a withdrawal by telephone, fax or email. However, we will only carry out the withdrawal if

we have received confirmation of your request in writing (which also notes the date of your original call, fax or email) before the date you want the payment to be made, unless you have a telephone, fax and email mandate in place.

- 28.2 You can make payments from your Account as long as there are sufficient funds in your Account for the payments. We will take into account any other payments which we have paid or agreed to pay from your Account that day or which have been authorised.
- 28.3 When a payment is due on a day which is not a normal Business Day, we will make the payment on the next Business Day. Please note that we do not offer overdraft facilities on any deposit Accounts and may refuse to make payments where there are insufficient available funds, irrespective of funds you may hold in other Accounts with us. We will charge you a fee—as shown on our Tariff—if we have to refuse a payment.
- 28.4 Payments from your Account with us can be made in a number of different ways. These include a transfer of funds by:

Faster Payment to a specified account at another UK bank: You will need to provide us with the correct account details for your beneficiary each time you wish to make a payment. This facility is only available where the beneficiary's bank is able to accept Faster Payments. You can check your beneficiary's bank sort code to see if it accepts Faster Payments at www.canipayfaster.co.uk. The funds will be taken from your Account on the day we initiate the payment following your instructions. The funds will be credited to the beneficiary's account the next Business Day. You carry on

earning interest until the day the beneficiary receives the funds in their account. This service is only available for single transaction amounts up to £100,000. Once a payment has been made using the service the transaction cannot be cancelled. Any transfer requested above this limit will default to a CHAPS transfer. Please refer to our Tariff for our charges for this services;

CHAPS, an electronic payments system, to another bank account within the UK: funds are cleared the same day. Please refer to our Tariff for our charges for this service; and

to a bank account in another country by international electronic transfer. Please enquire for further details. If you want to make a payment in a currency other than sterling, please contact us and we will advise you how this can be done and what our charges will be. The bank receiving the payment may also impose charges which are not within our control.

28.5 Stopping a payment

You may instruct us to stop a payment, as long as:

the amount has not yet been taken out of your Account; and

we have not told the person or their bank that we will be paying them.

You may give such instructions by phone provided we have satisfied ourselves as to your identity. A fee is normally charged for stopping cheques: please see our Tariff.

We may refuse to carry out a credit or debit instruction from you if we are not reasonably satisfied as to the legality of the proposed transaction

29. Interest on deposit accounts

29.1 You start earning interest on your Account from the day that funds are added to your Account. This is calculated on a daily basis according to our current interest rates which are available on our Website, and on request. Interest on your Account is credited on the dates or intervals shown on our interest rate summary sheet, and when Accounts are closed. You can choose to have your interest paid directly to your Account, or to another account of your choice by BACS transfer. If you have chosen to have your interest paid to an account with another bank, please allow at least five Business Days after the date interest is credited for the transfer to be completed.

29.2 We may change the interest rates on your Account with us. This change may be effective immediately. New rates will be published on our Website within three Business Days of a change. We will let you know of any changes in interest rates within 30 Calendar Days by letter or email, and through our Website. Details of our current interest rates will be published on our Website and on any statement we send you. If you wish to change or close your Account due to notice of a reduction in rates, you must notify us within 30 Calendar Days of notification of the changes. If you do not notify us, we consider that you have accepted the change.

30. Tax

We will pay you interest after deduction of tax at the applicable rate unless we have proof that your business or organisation is tax exempt. Please contact us for details if you have any

questions about this. Tax statements are sent in April each year to all customers who have paid tax on the interest earned in their Account in that tax year, even if the Account has since been closed.

31. Charges

31.1 Account charges

31.1.1 Charges for operating your Account are based on how you use your Account. These charges will be as set out in our Tariff unless we agreed separate charges with you. The leaflet was sent to you as part of your application pack, is also available on our Website and on request, and will be sent to you whenever changes are made.

31.1.2 We will give you 60 Calendar Days advance notice of changes to our account and transaction charges. If you wish to change or close your Account due to notice of these changes, you must notify us within the 60 Calendar Day period. If you do not notify us, we consider that you have accepted the change.

31.2 Standard charges

Before we deduct interest or charges for standard account services from your deposit Account generated over a charging period, we will give you at least 14 Calendar Days' notice in writing of how much we will deduct. We will tell you when your charging period is. When we tell you how much we will deduct, we will tell you, as a minimum, the amount of interest and charges you must pay, and how much you will have to pay for the services you have used. We will tell you the rates of interest that apply to your Account whenever you ask us to and on your statement.

31.3 Early access charge

At our discretion, you may access your savings at short notice (a minimum of one day). Unless we have agreed otherwise, we will charge you the interest due on the amount withdrawn for the part of your notice period for which you have not given notice. So if you withdraw £500 on 15 Calendar Days' notice from an account set up on 90 Calendar Days' notice, then the interest you would have earned on that £500 for 75 Calendar Days (i.e. 90—15) will be deducted from your Account.

31.4 Other charges

Charges for other services you may use such as foreign transfers or CHAPS payments will be as set out in our Tariff. Charges may also apply for more specialised or counter services.

32. Closing your Account

32.1 You may apply in writing to close your Account at any time, subject to the notice period. Additionally for a period of 30 Calendar Days after the date you open your Account with us, you have the right to cancel your contract with us by closing your Account.

32.2 We may close your Account if you fail to operate your Account according to agreed Terms and Conditions or regularly fail to ensure that there are sufficient cleared funds in your Account to make requested payments. If we close your Account, we will write to you and, unless there are exceptional circumstances including but not limited to unauthorised borrowing, we will give you 30 Calendar Days' notice of our intention to close your Account. We will repay any credit balance to you and we may require you to repay any money owed to us. Please see section

6 on your liability to us. We reserve the right to close Accounts without notice where our identification and address verification requirements have not been met, or where no deposit has been made within six months of opening the Account.

33. Dormant Accounts

- 33.1 We may suspend the operation of an Account that has been inactive for at least 12 months. We do this to protect you and to prevent fraud. It also protects your privacy by not allowing confidential information to go to an old address.
- 33.2 Before re-activation of a dormant Account, you may be required to provide suitable evidence of your identity and your legal claim on the Account.
- 33.3 If you have money in a dormant Account, it will always be your property (or if you die it will become part of your estate), no matter how many years pass.

34. Changes to these terms

- 34.1 From time to time we may change these Terms and Conditions. We will tell you about any other changes to these Terms and Conditions and when they come into effect by email or by post, and on our Website.
- 34.2 If we decide to make any change to these Terms and Conditions we will give you 30 Calendar Days' notice of the change. If we make any changes to these Terms and Conditions that do not disadvantage you, we may make them immediately and tell you about them within 30 Calendar Days of having done so.
- 34.3 If the changes are not to your

advantage you may wish to close your Account within 30 Calendar Days of the date of the notice of the changes. If you reject the proposed changes, we may take this as a rejection of the contract and a notice of termination. We will contact you before we close your Account. If we do not hear from you, we will consider that you have accepted the changes.

35. Internet banking

- 35.1 If you have indicated that you would like us to provide internet banking services, the following additional Terms and Conditions will apply. We will give you 30 Calendar Days written notice except where specifically stated otherwise, if we change these Terms and Conditions. The new Terms and Conditions will apply from the date specified in the notice.

35.2 Use of websites

Some of our websites have additional terms of use that apply to the relevant site. These will be found on the website. If there is any conflict or ambiguity between the website terms of use and the Terms and Conditions in this section, the Terms and Conditions in this Agreement will apply.

35.3 Availability of internet banking services

We will work hard to ensure our internet banking services are available at the times you wish to use them. However, we cannot and do not guarantee their availability, nor that access to and use of our websites will be uninterrupted or error free. From time to time we may need to suspend provision of the internet banking services for repair, maintenance or upgrade purposes and we will not in any event have any liability to you if we are prevented

from or delayed in providing any internet banking services due to the failure of any telecommunication link or other equipment or infrastructure not owned or controlled exclusively by us and/or any acts or omissions of telecommunications or internet services providers.

35.4 Instructions

For the purposes of the general Terms and Conditions above and the requirements:

(1) to provide written confirmation of your request to make a withdrawal from your Account; and (2) to provide all other instructions in relation to the operation of your Account in writing (unless we have made other specific and documented arrangements).

You can comply with these requirements by providing us with the relevant details using your authenticated security details on our site. However, please pay careful attention to the security notice set out in the following section.

35.5 Security notice

35.5.1 Internet banking is safe and convenient as long as you take a number of simple precautions, including (but not limited to) the following:

Keep your computer secure.

Make sure that any computer you are using benefits from up-to-date anti-virus and spyware software and a personal firewall. If you use a public computer (e.g. in an internet café), you should ensure you do not leave any personal details stored on that computer after you have finished using it.

Keep your codes and PINs secret and your Digipass safe. This includes (but is not limited to) taking the following precautions: (1) destroying any PIN notification immediately after receipt from us; (2) never writing your PIN or code details in a way that might be understood by someone else or recording them on any item or in any place that might be accessed by someone else; (3) taking all reasonable care to ensure that no-one sees your PIN or code when you use them.

Treat emails you receive with caution and be very wary of emails or calls asking you to reveal any personal security details. Triodos Bank (or the police) will never contact you to ask you to reveal your internet banking PIN or code information.

Follow any further advice we may offer from time to time on our website. Visit www.banksafeonline.org.uk for useful information.

35.5.2 Please remember that internet communications are not secure unless the data being sent is encrypted. We cannot accept any responsibility for any unauthorised access by a third party to and/or corruption of data being sent to us by email.

35.5.3 If you are a victim of internet fraud and someone gains unauthorised access to your Account, then we will refund the full amount of money taken from your Account, provided each of the following conditions applies:

You have not given your security details (including your PIN, code details or Digipass) to someone else;

The loss was not caused by your use of an account aggregation service (i.e. a service provided by another company that allows you to view all of your bank

details on a single website);

You have not sent us incorrect payment instructions;

You have used reasonable care when using internet banking (e.g. logging off at the end of each internet banking session and not leaving your computer unattended while logged on to the internet banking service);

You inform us as soon as possible of any security breach or potential breach of which you are aware;

You have not acted fraudulently;

You have taken the precautions described in these Terms and Conditions and complied with all other reasonable instructions we may give from time to time regarding security details.

For the avoidance of doubt, our promise to compensate you in the circumstances described above only extends to a refund of the amount taken from your Account and does not extend to any additional loss you may suffer in consequence of any unauthorised access to your Account.

35.6 Client browser

Your client browser must be Javascript enabled.

35.7 Transactions

Some specific conditions apply to transactions processed through internet banking:

Urgent same day payments to another bank account within the UK (CHAPS) and International payments do not apply to notice-period accounts;

Internet banking is only available for Pound Sterling accounts;

Banking instructions, other than internal transfers between your Triodos Accounts, that you authorise after 2:00pm on any Business Day may not be processed until the next Business Day;

Banking instructions to pay money from your Account may not be cancelled once you have authorised them and we have accepted them unless we agree to do so at our discretion. If we do agree we may make a charge;

You may want to resubmit or delete rejected transactions as otherwise they will continue to appear on your 'rejected transaction' overview;

Transaction batches that you upload are only available to the person who has uploaded them. We will ensure that an appropriate file size for uploaded batches is available; If you request an internal transfer between your Triodos Accounts on 1 January this may appear on your year end statement.

35.8 Account charges

35.8.1 Charges for the running of your Account and for transactions passing through it using internet banking are based on how you use your Account and will be as set out in our Tariff unless we have agreed separate charges with you. If you choose to use other non-internet banking methods for transactions our standard Tariff will apply unless we have agreed separate charges with you. The Tariff was sent to you as part of your application pack, is also available on request and on our website, and will be sent to you whenever changes are made.

35.8.2 Before we deduct standard charges for internet banking account services from your deposit Account which have built up over a charging period, we will give you at least 14 Calendar Days' notice

in writing of how much we will deduct. We will tell you when your charging period is. When we tell you how much we will deduct, we will tell you, as a minimum, the amount of interest and charges you must pay, and how much you will have to pay for the services you have used. We will tell you the rates of interest that apply to your Account whenever you ask us to and on your statement.

35.9 Variation/Termination

We may at any time vary or terminate some or all of our internet banking services. In the case of any material variation, or termination, we will give you as much notice as we reasonably can in the circumstances.

Large print version available on request

Effective from 26 November 2011

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