

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

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# 1. Introduction

1.1 These Terms and Conditions govern your Business and Charity Account(s) with Triodos Bank UK Ltd. These Terms and Conditions form part of the Contract between you and us. They explain our obligations to you and your obligations to us. The agreement also includes the Tariff. When you sign the application form you are agreeing to these Terms and Conditions. Ticking the declaration on an online application form or verbally agreeing to these Terms and Conditions is equivalent to you signing the application form.

1.2 The operation of your Account and these Terms and Conditions are governed by the Law of England and Wales. These Terms and Conditions and any other documents we provide to you will be in English.

1.3 The first part of these Terms and Conditions constitute the General Terms and Conditions which apply to all account types; the second part is our Specific Terms and Conditions which apply to particular accounts.

1.4 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 Terms and Conditions are also available on our website.

1.5 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;

**a Charitable Incorporated Organisation (CIO):** an incorporated form of charity which is not a company;

**a Registered Society, Co-operative Society or Community Benefit Society:** a separate legal entity under the Co-operative and Community Benefit Societies Act 2014;

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

1.6 We carry out careful assessments of organisations applying for current and deposit accounts. Our eligibility criteria may be revised at any time. You must continue to meet our eligibility criteria at all times, if you no longer meet the criteria, we may close your Account as stated in section 16.2.

1.7 A successful application for a Triodos Bank deposit account does not indicate that an organisation would be eligible for a Triodos Bank current account. A successful application for a Triodos Bank 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 UK Ltd, incorporated under the laws of England and Wales

**Account** means your Business Account(s) held with us

**Account Information Service Provider** means a third party who provides an online service which holds consolidated information about one or more of your current accounts

**Allowing a payment despite lack of funds** means the account provider allows a payment to be made from the customer's account although there is not enough money in it (or it would take the customers past their arranged overdraft limit)

**Annual Equivalent Rate (AER)** shows what the interest rate would be if interest was paid and compounded once each year

**Arranged overdraft** means the account provider and the customer agree in advance that the customer may borrow money when there is no money left in the account. The agreement determines a maximum amount that can be borrowed, and whether fees and interest will be charged to the customer

**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

**Cancelling a cheque** means the customer asks the account provider to cancel a cheque that the customer has written

**Direct Debit** means the customer permits someone else (recipient) to instruct the account provider to transfer money from the customer's account to that recipient. The account provider then transfers money to the recipient on a date or dates agreed by the customer and the recipient. The amount may vary

**Distance contract** means a contract you enter into without being physically present, for example, online, by post, mail order, email, telephone

**Equivalent Annual Rate (EAR)** means the annual cost of the overdraft taking into account that interest is charged to the account monthly

**Gross rate** is the contractual rate before any tax is taken off

**Maintaining the account** means the account provider operates the account for use by the customer

**Non-Payment Account** means any deposit account with a notice period or fixed term period

**Payment Account** means any current accounts, cheque account, instant access and easy access deposit account and instant access non-sterling account

**Payment Initiation Service Provider** means a third party who provides an online service which allows you to initiate payments from your Triodos current account

**Payment Service Provider** means a third party provider of payment services, such as Account Information Service Providers and Payment Initiation Service Providers

**Receiving money from outside the UK** means when money is sent to the customer's account from an account outside the UK

**Refusing a payment due to lack of funds** means the account provider refuses a payment from the customer's account because there is not enough money in it (or it would take the customer past their arranged overdraft limit)

**Security Details** mean any digipass, passwords (including your PIN) and passcodes relating to your account

**Sending money outside the UK** means the account provider transfers money, on the instruction of the customer, from the customer's account to another account outside the UK.

**Sending money within the UK** means the account provider transfers money, on the instruction of the customer, from the customer's account to another account in the UK.

**Standing Order** means the account provider makes regular transfers, on the instruction of the customer, of a fixed amount of money from the customer's account to another account

**Tariff** means our leaflet entitled Business Banking Tariff of Charges which sets out the charges applicable to your Account

**Terms and Conditions** means the general and specific Terms and Conditions, online Terms and Conditions, our tariff, and the application form, unless otherwise stated

**Unarranged overdraft** means the customer borrows money when there is no money left in the account (or when the customer has gone past their arranged overdraft limit) and this has not been agreed with the account provider in advance

**Website** means our internet presence at [www.triodos.co.uk](http://www.triodos.co.uk)

# Part 1: General Terms and Conditions

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- To reflect any event beyond our reasonable control
- To reflect any other change that affects us if it is fair to pass the impact of the change on to you.

## 3. Changes to Terms and Conditions, Tariff and Interest Rates

3.1 From time to time, we may change our Agreement with you, including these Terms and Conditions and the Tariff.

3.2 We may make changes to these Terms and Conditions and/or the Tariff for the following reasons:

- If the change is to your advantage. This includes changes which clarify or simplify these Terms and Conditions, or which make them fairer in any other way
- To improve or update a product or service we provide to you
- To remove a product or service (for example where it is not being used)
- To reflect changes in our systems or processes
- To reflect changes in applicable laws or regulations
- To change the interest rates or charges applicable to your Account or introduce new charges to reasonably reflect changes in costs (brought about, for example, by an increase in our costs or a change in law or regulation)
- To reflect changes to industry guidance, or market conditions such as changes to the Bank of England Base Rate, money market interest rates or the cost of money we lend
- To reflect changes relating to our business model, policies, operations, or viability

### 3.3 When we will tell you about changes to these Terms and Conditions

Type of account	Where the change is advantageous to you	Where the change is disadvantageous to you
Non-Payment Account	Within 30 Calendar Days of the change being made	At least 30 Calendar Days before the change is made
Payment Account	At least 2 months before the change is made	At least 2 months before the change is made

### 3.4 When we will tell you about changes to our Tariff

Type of account	Where the change is advantageous to you	Where the change is disadvantageous to you
Non-Payment Account	Within 30 Calendar Days of the change being made	At least 30 Calendar Days before the change is made
Payment Account	Within 30 Calendar Days of the change being made	At least 2 months before the change is made

### 3.5 Changes to interest rates

Where the interest rate is variable, we may vary the account interest rate for any one or more of the following reasons:

- If there is a change in relevant law, regulation, code of practice or to reflect a recommendation, requirement or decision of any applicable court, ombudsman, regulator or similar body
- To reflect any change in the Bank of England Base Rate
- To reflect changes in market conditions or the interest rates of similar accounts offered by other providers
- To reflect changes or expected changes in the costs we pay to others and/or changes in inflation, or the costs of the services or facilities we provide
- To reflect any changes in money market interest rates or the cost to us of money we lend
- To reflect any event beyond our reasonable control
- To reflect any other change that affects us, if it is fair to pass the impact of the change on to you.

### 3.6 When we will tell you about changes to the interest rate

Type of account	Where the change is advantageous to you	Where the change is disadvantageous to you
Non-Payment Account	Within 30 Calendar Days of the change being made	At least 14 Calendar Days before the change is made
Where the rate on the account is linked to a reference rate (e.g. Bank of England Rate) regardless of whether it is a Payment or Non-Payment Account	Within 30 Calendar Days of the change being made	Within 30 Calendar Days of the change being made
Payment Account	Within 30 days of the change being made	At least 2 months before the change is made

3.7 If we tell you in advance about a change to our Terms, Tariff or interest rates and we do not hear from you, we will proceed on the basis you have accepted the change. With the exception of our Fixed Term Deposit accounts, if you do not want to accept a change, you can end your Agreement with us and close your Account by telling us that you want to do so before the date that we have told you the change will take effect. We will not charge you anything if you decide to end your Agreement with us and close your Account for this reason. You will still have to pay any outstanding charges incurred while using the Account.

### 3.8 How we will tell you about changes to our terms or interest rates

We will let you know of any changes by letter, email or through internet banking depending on the most recent contact details you provided to us.

New rates and Terms will be published on our Website on the date that the change is made.

Details of our current interest rates can also be found on any statement we send you and in internet banking.

## 4. Security

4.1 It is important that you keep your Security Details safe and secure. This is essential to help prevent fraud and protect your Account.

4.2 Please make sure that you do the following:

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

Keep your Security Details secret. This includes (but is not limited to) taking the following precautions:

- Try to memorise any Security Details we send to you after you receive them, keep our documents in a safe place first and then destroy them
- Keep the digipass in a safe place
- Never give your Security Details to any other person
- Take reasonable care to ensure that no-one sees your Security Details when you use them
- Be very wary of emails or calls asking you to reveal any personal security details. We (or the police) will never contact you to ask you for your Security Details. If you are ever unsure if a call is from us you can call us back to verify that it is genuine. If you provide your Security Details (including your PIN) to anyone you may be responsible for the losses on your Account
- Always access our internet banking site via the triodos.co.uk website or by typing the address into your web browser. We

will never send you an email with a link through to our internet banking site

- Follow any further security advice we may offer from time to time on our Website
- Visit [www.banksafeonline.org.uk](http://www.banksafeonline.org.uk) for more useful information.

4.3 Please remember that online communications are not secure unless the data being sent is encrypted. We cannot accept any responsibility for any emails you send to us which are accessed by a third party and/or corrupted in the process of being sent to us, but before they reach us.

4.4 You must take the following steps to safeguard your Security Details:

- Tell us as soon as possible of changes in your contact details to ensure future dispatches of Security Detail notifications do not go missing
- Do not write your Security Details down or record them in any recognisable form
- Change your passwords on a regular basis. Please avoid using a password which is easy to guess (for example, your date of birth)
- Take reasonable steps to stop anyone else using your Security Details.
- Never give anyone your Security Details.
- Keep statements safe and make sure that when you dispose of them, you do so in a secure manner (for example, by shredding them).

4.5 We will never ask for your Security Details by email, letter, SMS or phone and you should never provide this information in any circumstances. You must contact our Customer Contact Team immediately on 0330 355 0355 (if calling from the UK) or +44 (0)117 973 9339 (if calling from abroad) in the event of any of the following:

- You've lost any of your Security Details or think they have been stolen
- You think someone else may be able to use your Security Details or knows your Security Details.

Once you have contacted us:

- We will immediately block your Security Details for any future use, and issue you with new Security Details
- You must provide us with any information you have about the loss or theft and report it to the police if we require it.

We may also give the police or any prosecuting authority information we believe may help in recovery of funds or prevention of further losses

- 4.6 If you see a payment on your Account that you don't recognise or see a payment on your Account that was not correctly made, you should contact us as soon as possible using the contact details above.

## 5. Liability

- 5.1 If you authorised a payment from your Account, you will be responsible for it.
- 5.2 Where you tell us a payment from your Account was not authorised by you, you can ask us for a refund. However, you must notify us as soon as possible and no later than 13 months after the debit date (unless the payment in question is a Direct Debit where you must notify us within 8 weeks). After this time we will not be able to issue a refund.
- 5.3 If you tell us that we have incorrectly made a payment (for example, we send it to the wrong account or for the wrong amount or executed it late) we will immediately and without charge make efforts to trace the payment and notify you of the outcome. We will refund you as set out below, unless:

- The payment instruction you gave us was not correct. In this case, we will make reasonable efforts to recover your money but we may charge you a fee for doing so. If you make a payment in error and we are unable to recover your money, we will provide you with all relevant information to enable you to try to claim repayment of the funds. You need to request this information in writing.
- We can show that the payment reached the account it was supposed to be sent to in accordance with your instructions.

- 5.4 If your Security Details were used by someone else without your permission, to carry out unauthorised or fraudulent transactions, you may have to pay up to £35.
- 5.5 Subject to 5.6 below, where a payment was not authorised by you, we will refund the full amount of the payment (minus £35 where applicable) and put your Account to the same condition as it would have been had the payment not been taken. This will include repayment of any interest or charges incurred directly as a result of the payment in question.

On a Payment Account we will do this no later than the following Business Day after we became aware of the unauthorised transaction and will ensure that the credit value date is no later than the date on which the amount of the payment transaction was debited.

- 5.6 You will be responsible for losses incurred on your Account up to the point that you tell us about the unauthorised use of your Account, if you have deliberately or with gross negligence:
- Failed to keep your Security Details secure as outlined above
  - Provided your Security Details to any third party.

We will not refund any payment from your Account where:

- We can show that the payment was properly authorised by you
- You acted fraudulently
- You were aware that your Account had been compromised at the time that the payment was made and you had failed to tell us, except where you were unable to notify us due to our service provision. This refers to situations where our contact services, such as our phone lines or email are unexpectedly unavailable or time outside of our standard service provision.

You must notify us as soon as possible of the loss, theft, misappropriation or unauthorised use of your Security Details.

For cases where you authorise a transfer but have been the victim of a scam, please see section 6.

5.7 You will not be responsible for any losses incurred in respect of an unauthorised payment from your Account:

- before you receive your Account details, including your digipass and digipass pin if the loss, theft, misappropriation or unauthorised use was not detectable by you prior to the payment, except where you have acted fraudulently
- if the loss was caused by acts or omissions of a Triodos Bank employee, agent or branch of a payment service provider or of an entity which carried out activities on behalf of a payment service provider
- if we do not apply procedures that we are legally required to use to check a payment has been authorised by you, except where you have acted fraudulently
- if the unauthorised use relates to the purchase of goods or services under a

distance contract, unless you have acted fraudulently

- if, as part of the same occasion, any further unauthorised payments go out of your Account after you have told us, unless you have acted fraudulently.

5.8 Where a payment out of your Account is initiated by the beneficiary (such as a Direct Debit payment), it is the beneficiary's payment service provider who will be liable to the beneficiary for the correct transfer of that payment and who will be required to refund that payment to you where it is incorrectly taken. In addition, you may be entitled to ask us to refund that payment in full if:

- the general authorisation you gave us did not specify the amount of the payment; and the amount of the payment exceeded the amount you could reasonably have expected, taking into account your previous spending pattern; and
- you request that refund within 8 weeks of the payment being debited.

That refund right will not apply, however, if the account is not a Payment Account or if information was made available to you by the beneficiary or us at least 4 weeks before the payment date and if you have given us consent to make the payment out.

When requesting a refund, you must give us sufficient information to enable us to investigate and check if you are entitled to a refund under section 5.6.

## 5.9 Right of set off

If any Accounts you hold with us are in credit, we may use the credit balance 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.

## 5.10 Digipass

The digipass will always remain the property of Triodos Bank UK.

If an Account Operator has a digipass, this is assigned to them personally and should not be shared with, or given to, anyone else to use. In the event of them leaving the Organisation their digipass should either be returned to us or destroyed.

## 6. Prevention of fraud

We will analyse your transaction patterns and those of similar customers on an anonymous and collective basis, as well as using external data to identify where a payment from your Account appears not to have been authorised by you.

If we block any of your Security Details, we will contact you as soon as possible to arrange for them to be reset or new details resent to you.

We may warn you in advance when you set up a payee or are about to make a transfer of funds if we think you may have been the victim of a scam. If you decide to proceed with a transfer, we think is suspicious, we may delay the transaction while we investigate and in some cases refuse to process it.

We may also block the use of your Security Details when we reasonably believe that it is necessary to protect your Account. Where possible, we will tell you in advance that we intend to stop you using your Security Details and explain our reasons why.

## 7. Deposit guarantee scheme

Triodos Bank UK Ltd is covered by the Financial Services Compensation Scheme (FSCS). The FSCS pays compensation to eligible depositors if the bank is unable to meet its financial obligations. Most depositors are covered by the scheme.

For further information about the scheme (including the current limits, amounts covered, exclusions and eligibility to claim) please contact us or visit the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk).

## 8. Regulatory information

Triodos Bank UK Ltd. Registered Office: Deanery Road, Bristol, BS1 5AS. Registered in England and Wales No. 11379025. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 817008. Triodos Bank UK Ltd adheres to the Standards of Lending Practice, which is monitored and enforced by The Lending Standards Board. Further details can be found at [lendingstandardsboard.org.uk](http://lendingstandardsboard.org.uk).

## 9. Complaints

- 9.1 Even though we aim to give you the best possible service and information, there may still be occasions when you wish to complain. If you have a complaint about a product or service that we offer, we would welcome the opportunity to investigate what has happened and put it right where we can. We would like to hear from you:

By phone: 0330 355 0355

By secure message when you are logged into your internet banking

In writing to: Triodos Bank, Deanery Road, Bristol, BS1 5AS.

You can review our complaints procedure on our Website.

- 9.2 We will try and respond to your complaint within 15 calendar days where this is possible. If you are unhappy with our response, or we have not sent you a final response within eight weeks of the original complaint, you have the right to take your complaint to the Financial Ombudsman Service.

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 us and requesting a copy of the leaflet, or you can contact the Financial Ombudsman Service directly:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Telephone number: 0800 023 4 567

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Email: [complaint.info@](mailto:complaint.info@financialombudsman.org.uk)

[financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk)

- 9.3 If you purchased your product online, you could submit your complaint through the European Commission's Online Dispute Resolution Portal rather than contacting the Financial Ombudsman Service. You can find out more about the portal and submitting your complaint by visiting <https://ec.europa.eu/consumers/odr/main/?event=main.home.show>.

The European Commission may forward your complaint to the Financial Ombudsman Service.

## 10. Operating your Account

### 10.1 Signing requirements

We will require specimen signatures from all Account Operators on the Account.

If you apply for your Account online, we will request specimen signatures after your application has been received. If you apply for your Account by post, you will be required to provide specimen signatures on the application form. Verifying signatures is required in order to allow us to act on any written instructions sent to us regarding your Account, certain types of instructions can only be provided in writing. If we don't hold a valid signature for anyone who will be signing cheques or giving instructions on the Account, these requests or cheques may not be processed.

### 10.2 Giving us instructions

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

Any standing orders that you wish to set up on your Account must be done through Internet Banking or in accordance with a codes mandate.

You are required to keep us up to date with any changes to the details that you provided at the time of account opening including any changes of address, contact

details (including telephone numbers and email addresses), beneficial ownership, account operators and enquirers. Failure to do so may lead to instructions being delayed or rejected.

### 10.3 Disputes on Accounts

If we become aware of any disputes between account operators, we will review the signing arrangements on the account and may require additional account operators to authorise transactions and instructions. We will inform you if this is the case.

If you are an unincorporated partnership and there is a dispute between the partners, we may require that all partners authorise transactions and instructions until such time that the partners agree how the account should be operated.

### 10.4 Death of an Account Operator

If, through death or other such circumstance, it is impossible for an individual who is the sole Account Operator or always required to authorise transactions and instructions to authorise such requests, we will ask for a new account mandate to be completed by those with authority to do so before the account can be operated.

In some circumstances, we may close the Account of an unincorporated entity following the death or departure of an individual.

## 11. Paying into your Account

applicable to sterling accounts only

- 11.1 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 number and Account name with us;

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

by post with a paying-in slip or letter using our Freepost address (Freepost TRIODOS BANK). Please do not send cash by post

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

- 11.2 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.

- 11.3 All cheque deposits into your Accounts need to be made payable to your Account name. We will also accept cheques for the following organisations as follows:

**sole trader:** to you or your trading name

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

- 11.4 At our discretion we may choose to accept cheques that have been made out differently to the standards above into your Account. If we are unable to accept a cheque due to the payee this will be returned to you and will not be credited to the account. In some instances, we may agree to issue you with a cheque indemnity form before we can accept cheques which are not made out to your Account name. Please contact us for details.

### 11.5 **Payments made into your Account by mistake**

11.6 If a payment is made into your Account by mistake, the money may be taken back out of your Account. How and when we do this will depend on the type of payment and the reason for the mistake.

11.7 For CHAPS payments and SEPA credit transfers if the sending bank (or the sender) has made a mistake we will not take the money back out of your Account without your permission. If you do not think that the payment has been made in error, we will let the sending bank know.

11.8 For BACS payments or Faster Payments if we reasonably believe the sending bank (or the sender) has made a mistake, and tells us within 2 months of the money being paid into your Account, we may prevent you from using the money and we can debit your Account and return the money to the sending bank. We do not need your permission to return the money. If the sending bank (or the sender) tells us after 2 months of the money being paid into your Account, we will not debit your Account with the amount of the payment without your permission.

11.9 If we have incorrectly credited any payment to your Account we will take the money back out of your Account. We do not need your permission to do so.

## 12. **Payments out of your Account**

Applicable to sterling accounts only

### 12.1 **Notice period**

Where applicable payments from your Account will be made in accordance with any notice period applying to your Account.

You choose this notice period when you open your Account. For example, if your Account is on 90 Calendar Days' notice, you will need to allow 90 Calendar Days from the day we receive your instructions before we make the payment. Details of the notice period applicable to your Account can be found on your statements, in internet banking or by calling us.

Instructions given in internet banking to make a payment from your Account will only be carried out after the expiry of any notice period on your Account. Any attempt to schedule a payment before then will be rejected. If for any reason you need to withdraw your money sooner, you will need to write to us by post or secure message in internet banking. Please refer to the Early Access Charge section of these Terms and Conditions for more information.

12.2 When you tell us to make a payment, you must make sure that your instructions are clear and complete. You should double check that the instructions you give to us are correct.

We will take from your Account:

- All payments authorised by you, including any cheques that you write (where the Account terms allow cheques)
- Any cheques you pay in that are later returned unpaid
- Any deposits that have been paid into your Account in error
- Any interest, fees, and charges due. See the Tariff for more details.

12.3 When you want to make a payment from your Account via post, you can send us a withdrawal form, or letter telling us how you would like the payment to be made.

We can:

- Transfer funds by Faster Payments to a specified account at another UK bank

- Transfer funds by CHAPS, an electronic payments system, to another bank account within the UK. Funds are cleared on the same day. Please refer to our Tariff for our charges for this service
- Transfer funds 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 that are outside our control.

12.4 If your Account has internet banking access, you can transfer funds through internet banking.

12.5 You can make payments from your Account as long as there are enough available funds in your Account to cover the payments. In calculating available funds, 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 to be paid that day.

Payments may be checked before being made in line with our legal and regulatory obligations to help prevent fraud and financial crime. Sometimes this might result in payments being held or delayed.

We will not be liable for any losses you incur as a result of us complying with our legal and/or regulatory obligations.

We may refuse to carry out an instruction from you to pay money into or out of your Account if we are not reasonably satisfied that the proposed transaction complies with applicable laws and regulations or we reasonably suspect unauthorised or fraudulent use of your Account.

If we do not make a payment that you have asked us to, we will tell you that we have not made the payment and the reasons why, unless it is unlawful for us to do so.

If we are unable to make the payment because of a factual error in your payment instructions to us, we will tell you how to correct that error. We may charge you a fee, as shown on our Tariff, if we have to refuse a payment where the refusal is reasonably justified.

For details of Faster Payment limits, as well as payment cut-off times and when funds will be available, please refer to the information on our website or call us for details. We will notify you if the maximum amount and/ or timescales for Faster Payments change in line with how we communicate other changes to our Terms and Conditions as stated in section 3 of these Terms and Conditions. Any transfer requested above this limit will need to be sent as a CHAPS transfer and a charge may apply.

## 12.6 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.

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.

## 12.7 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.

## 13 Access to your account through third parties

This section applies to current accounts only

You can give a Payment Service Provider access to your current account with us to enable you to use Payment Initiation Services or Account Information Services provided by the Payment Service Provider. Any Payment Service Provider will only be given access to your Account if your explicit permission is given.

For Payment Initiation Services we will share with the Payment Initiation Service Provider the details that are necessary for the payment to be made. For Account Information Services we will share transaction information about your current account with the relevant Account Information Service Provider. The Account Information Service Provider may request account information up to 4 times a day for a period of 90 days. If you give permission to a Payment Service Provider for any of these services which you then wish to cancel, you can do this directly with the Payment Service Provider and / or via your Triodos Bank Internet Banking.

If you choose to use the services of a Payment Service Provider we will not be held liable for:

- The actions of any third party Payment Service Provider
- Any choice of Payment Service Provider that you decide to use
- Any contract that you enter into with a Payment Service Provider
- Any losses or inconvenience caused as a result of using a Payment Service Provider.

We are not a legal party in the relationship between you and any third party Payment Service Provider that you choose to use. We reserve the right to deny any Payment Service Provider access to your Account details if we have reasonable concerns about unauthorised or fraudulent access to your Account.

## 14. Interest

### 14.1 Credit Interest

If you have an account which pays credit interest you start earning interest on your Account from the day that funds are added to your Account. Interest is calculated on a daily basis according to our current interest rates which are available on our Website and on request. We credit interest on the dates or intervals shown in our Interest rates for current and deposit accounts, for businesses and charities document available on our Website or by calling us.

- 14.2 No interest will be earned for any day on which the funds in your Account are less than the minimum balance on which interest is payable, as shown in the Account Summary Box and our Interest rates document available on our Website or by calling us.

### 14.3 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.

14.4 Agreed temporary borrowing and unauthorised borrowing 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.

14.5 For details of when we may change interest rates and the notice, we will give you, please see section 3.

### 14.6 Tax

All account interest will be paid without any tax taken off.

## 15. Charges

15.1 Details of the charges relating to your Account can be found in the Tariff. This was made available to you when you opened your Account and can also be found on our Website.

We may vary these charges from time to time in accordance with the 'Changes to these Terms' section above.

15.2 Before we deduct charges for standard account services from your Account, we will give you at least 14 Calendar Days' notice of how much we will deduct. We will tell you the charge for any other service or product before we provide it to you, and at any time should you request it.

15.3 If any sum due and payable by you is not paid on the due date, you will be liable to pay the interest (both after, as well as before, any judgment) on such sum at such a rate or rates as we may from time to time stipulate from the date the payment is due up to the date of payment.

### 15.4 Early access charge

If your Account has a notice period and you wish to access your funds early, at our discretion and where applicable, you may have early access to 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 a charge equivalent to the interest you would have earned on that £500 for 75 Calendar Days (i.e. 90 - 15) will be deducted from your Account.

## 16. Closing your Account

You can close your Account (subject to any applicable notice period) by either writing to us or sending us a secure message through your internet banking, as long as the Account Specific Terms and Conditions for your Account allow this.

16.1 Additionally, for a period of 30 Calendar Days after the date you open your Account with us, you have the right to cancel your Agreement with us by closing your Account. If you want to cancel your Agreement with us, you should tell us in writing or by sending us a secure message through internet banking.

16.2 We may close your Account and terminate our relationship with you, or reject an application for an account, at any time, for any reason. This includes, but is not limited to if you fail to operate your Account according to our Terms and Conditions or regularly fail to ensure that there are sufficient cleared funds in your Account to make requested payments.

16.3 We can terminate your Agreement with us and close your Account by telling you in writing and giving you at least 30 Calendar Days' notice of our intention to close your Account or 2 months' notice for accounts that have cheque and/or direct debit and standing order facilities. We will repay any credit balance to you and we may require you to repay any money owed to us. Please see section 5 on your liability to us.

16.4 If you seriously or regularly break the terms of our Agreement with you (including these Terms and Conditions), we may end the Agreement immediately and close your Account.

16.5 We will also be entitled to end this Agreement immediately and close your Account if we reasonably believe:

- That you might cause us to breach any law, regulation or code
- That you have committed, or attempted to commit fraud, against us
- Any information that you have provided to us in relation to your Account is false
- That you are using or have used your Account for criminal or otherwise illegal purposes
- That you have allowed someone else to use your Account inappropriately
- You have failed to repay an overdrawn balance when we have requested you to do so

- You have not provided us with information in relation to your identity or liability for tax that we have requested

- That maintaining your Account may expose us to action from any government, Regulator or law enforcement agency

- In our assessment of whether to offer or continue with the provision of our services to you, we will discuss the matter with you, so far as is feasible and permissible, and where necessary request additional information.

16.6 We reserve the right to close Accounts without notice where our Anti-Money Laundering obligations have not been met or where no deposit at all has been made within 12 months of opening the Account.

## 17. Dormant and nil balance accounts

We may suspend operation of an account that has been inactive for a period of time. We do this to protect you and to prevent fraud.

Before reactivation of a dormant account, you may be required to provide suitable evidence of your identity and your legal claim on the Account.

If you have money in a dormant account, it will always be your property no matter how many years pass. If you do not use your Account at all for 12 months after it was opened and there is a nil balance, we will close it. We will tell you that we are planning to close it before it is closed. When we tell you, we will explain why your Account is being closed and what you can do to stop it being closed. We do this to protect you and to prevent fraud.

## Part 2: Account Specific Terms and Conditions

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### 18. Social Venture Current Account

#### 18.1 Notice period

This is a current account with no notice period.

#### 18.2 Transactions

Transactions on these accounts can be carried out via post, online or by telephone where a mandate has been completed.

#### 18.3 Balance limits

There are no limits on this account.

#### 18.4 Withdrawal restrictions

There are no restrictions on withdrawals on this account.

#### 18.5 Interest

No credit interest is paid on this account. Details of debit interest rates for unarranged overdrafts can be found in our Tariff.

#### 18.6 Statements

By default, statements will be sent monthly. You can amend the statement frequency as required. Statements will be sent on the first Business 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.

### 18.7 Charges

We will tell you about the charges to be paid on your Account, including any flat fee charges, on an account statement created on the first of every month and posted shortly after. This will be in addition to the normal statements you have requested.

### 19. Charity Current Account

19.1.1 The Charity Current Account can only be operated by charities registered with the Charity Commission or the Office of the Scottish Charity Regulator. It is also available to charities that have 'excepted' or 'exempt' charity status as defined by the Charity Commission.

19.1.2 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.

#### 19.2 Notice period

This is a current account with no notice period.

#### 19.3 Transactions

Transactions on this account can be carried out via post, online or by telephone where a mandate has been completed.

#### 19.4 Balance limits

There are no limits on this account.

## 19.5 Withdrawal restrictions

There are no restrictions on withdrawals on this account.

## 19.6 Interest

The interest rate is variable. Current interest rates are available on our Website and on request. Interest earned is calculated daily and is paid or credited on the first day of each month.

## 19.7 Statements

By default, statements will be sent monthly. You can amend the statement frequency as required. Statements will be sent on the first Business 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.

## 19.8 Charges

We will tell you about the charges to be paid on your Account, including any flat fee charges, on an account statement created on the first of every month and posted shortly after. This will be in addition to the normal statements you have requested.

## 20. Business and Charity Deposit Account

### 20.1 Notice period

The Business and Charity Deposit account comes with the choice of Easy Access, 33 day or 90 day notice period. You chose this notice period when you apply for the account.

### 20.2 Balance limits

There are no limits on this account.

## 20.3 Withdrawal restrictions

As standard there is a maximum withdrawal amount of £1,000,000 in a single day. If you wish to make a withdrawal of this amount or more, please notify us before 5pm the Business Day before. Any withdrawals made above this amount without prior notice may be subject to delay. The standard charges will still apply.

## 20.4 Interest

The interest rate is variable. Current interest rates are available on our Website and on request. Interest earned is calculated daily and is paid or credited quarterly on 1 January, 1 April, 1 July, and 1 October.

## 20.5 Statements

Statements are issued in July and January or on request. You can choose another frequency, for example weekly, monthly or every time there is a transaction on your Account.

## 21. Fixed Term Deposits

21.1 Fixed Term Deposits are intended for customers who want to invest a lump sum for a fixed term and at a fixed interest rate.

### 21.2 Limited issue

Triodos Bank reserves the right to withdraw the offer of new Fixed Term Deposits at any time without notice. Fixed Term Deposits are available to customers strictly on a 'first come, first served' basis, determined by us on receipt of a completed application. A completed application is one that agrees to the terms offered by us and enables us to open the account without the need to gather any further information

from you. An opened Fixed Term Deposit may still be closed by us, at our discretion, up until the point that the full deposit is received, and the term begins. Until this time, it is not considered an active account.

### 21.3 The term

Where funds are received before 2pm the Fixed Term Deposit will start on the date that the funds are received in the account and will run for the agreed term. We will write to you to confirm the start date and the maturity date of the Fixed Term Deposit.

In the event that maturity date is a non-working day, the Fixed Term Deposit will mature on the following Business Day.

### 21.4 The deposit

As standard there is a minimum and maximum deposit on Fixed Term Deposits, please see the Summary Box on our website. Once your Fixed Term Deposit has been made you cannot transfer additional funds to it.

### 21.5 Withdrawals

It is not possible to make withdrawals from a Fixed Term Deposit. At our discretion, in exceptional circumstances we may agree to end a Fixed Term Deposit before the agreed maturity date; however, we reserve the right to make a charge equivalent to the total interest due at maturity.

### 21.6 Interest

The interest rate will be set at the date the total funds are received for the account. We will only apply the funds to your Fixed Term Deposit account once the total funds detailed on your application form have been received. Please contact us to let us know if the amount you wish to deposit

changes so that there is no delay in funds being applied.

Interest is calculated daily, up to and including the day before the Fixed Term Deposit matures and is paid annually and on maturity.

### 21.7 Statements

A statement will be sent to you on maturity. If your Fixed Term Deposit is active on 1 January, you will also be sent a statement on this date.

### 21.8 Maturity

We will write to you at the time of issuing your placement to confirm the maturity date of your Fixed Term Deposit.

A minimum of 30 days before your Fixed Term Deposit matures, we will let you know your options. If we have not received any alternative instructions by the maturity date an easy access Business and Charity Deposit Account will be opened and the maturing balance including the interest will be transferred into it.

## 22. Euro instant access Account

### 22.1. Notice period

The Euro Instant Access account is an easy access account.

### 22.2 Interest

The interest rate is variable. Current interest rates are available on request. Interest earned is calculated daily and is paid or credited half yearly on 1 January and 1 July.

### 22.3 Balance limits

There are no limits on this account.

### 22.4 Withdrawal restrictions

As standard there is a maximum withdrawal amount of the equivalent of £1,000,000 in a single day. If you wish to make a withdrawal of this amount or more, please notify us before 5pm the Business Day before. Any withdrawals made above this amount without prior notice may be subject to delay. The standard charges will still apply.

### 22.5 Statements

Statements are issued in July and January or on request. You can choose another frequency, for example weekly, monthly or every time there is a transaction on your Account.

£1,000,000 in a single day. If you wish to make a withdrawal of this amount or more please notify us before 5pm the Business Day before. Any withdrawals made above this amount without prior notice may be subject to delay. The standard charges will still apply.

### 23.5 Statements

Statements are issued in July and January or on request. You can choose another frequency, for example weekly, monthly or every time there is a transaction on your Account.

## 23. US Dollar

### 23.1 Notice period

The US Dollar Account has a one day notice period.

### 23.2 Interest

The interest rate is variable. Current interest rates are available on request. Interest earned is calculated daily and is paid or credited half yearly on 1 January and 1 July.

### 23.3 Balance limits

There are no limits on this account.

### 23.4 Withdrawal restrictions

As standard there is a maximum withdrawal amount of the equivalent of



Large print, braille and audio versions available on request.

Effective from 11 October 2021

Telephone: 0330 355 0355  
[www.triodos.co.uk](http://www.triodos.co.uk)

Calls to and from Triodos Bank may be recorded for training and monitoring purposes.

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