

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

1,000,000

homes supplied by clean,  
green electricity  
produced by energy  
projects financed by  
Triodos Bank\*

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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. 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 first part of these Terms and Conditions constitute 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. The fourth part is only applicable to our Fixed Term Deposit accounts.

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 Terms and 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;

**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.

1.5 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 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** refer to Triodos Bank UK Ltd

**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 held with other banks or providers

**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

**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

**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

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

# General Terms and Conditions

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## 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. In some instances we may also need to ask for supporting documentation to verify your organisation or business. Certain entities, such as Trusts, will be required to provide specific original documents before we can complete any application. 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 use of your Account until we have sufficient information to verify the identity and address of the people controlling your organisation and operating your Account as well as the required supporting documentation regarding your organisation. Any opening deposits that have been provided when applying for the account will be returned to the bank or other financial institution from which they originated, as required by law, if you are unable to provide sufficient information within the deadline we give you.
- 3.1.5 You will only be able to provide some types of instruction once we hold a specimen signature for those individuals you have authorised. If you are applying on a paper application form you will be required to give a specimen of signatures here. If you are applying on our website we will request specimen signatures after your application has been received. If we don't hold a valid signature for anyone who will be signing cheques and giving instructions on the account, these requests or cheques will not be processed.
- 3.1.6 We may carry out checks on transactions to and from your account for fraud prevention purposes. As part of this we

may need to confirm details or request additional security information before a payment can be processed.

We may contact you to discuss these checks through post, phone, email or secure messaging in Internet Banking. If we cannot reach you we will not process a payment if we cannot verify its authenticity. This may lead to payments being delayed.

### 3.2 Charity Current Account

3.2.1 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.

3.2.2 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.

### 3.3 Disputes on Accounts

3.3.1 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.

3.3.2 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.

### 3.4 Death of an Account Operator

3.4.1 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.

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

## 4. Giving us instructions

4.1 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.

4.2 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 and account operators and enquirers. Failure to do so may lead to instructions being delayed or rejected.

## 5. Our liability to you

- 5.1 If you authorised a payment from your Account, you will be responsible for it.

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. After this time we will not be able to issue a refund.

- 5.2 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) 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**

**We can show that the payment reached the account it was supposed to be sent to in accordance with your instructions.**

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.

We will refund the full amount of the payment (minus £35 where applicable) no later than the following Business Day after you notify us 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.

- 5.3 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 out phone lines or email are unexpectedly unavailable or times outside of our standard service provision.**

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.

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

## 6. Your liability to us

- 6.1 You are responsible for payment of any debt that arises on your Account.

- 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 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.

### 7.2 Current account 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.

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.

### 7.3 Deposit account statements

Statements for all other Accounts are issued in July and January or on request. Additional statements are 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.

### 7.4 Fixed Term Deposits

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.

## 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.**

- 8.2 Notwithstanding 8.1, where required by legislation or agreement with tax authorities to do so, we may disclose personal and financial details to a tax authority.
- 8.3 We will not give your name and address to anyone else for marketing purposes.
- 8.4 We will not discuss the Account by telephone or email unless we are satisfied as to your identity. Certain Account information will never be disclosed by telephone or email. No transaction instructions or changes to your customer details will be accepted by telephone unless you have previously made specific written arrangements with us to do so. You can contact us to request that information about your account be sent to you.
- 8.5 Other than the circumstances detailed above, we will only make information about your account available to those people who are named on the account.

## 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.**

- 10.2 We may be required to report information about you to tax authorities. In such circumstances we will disclose personal and financial details to the relevant tax authority.

- 10.3 Calls to and from Triodos Bank may be recorded for training and monitoring purposes. Any recordings remain our sole property.

- 10.4 These uses of personal information are covered by our registration under the Data Protection Act 1998 (Reg no: Z6794013). Under the terms of the Act an individual may have the right to make a written request for a copy of the information we hold about them, on payment of a charge. For more information please see our Tariff.

## 11. Marketing of services

From time to time we will send you information about the projects we lend to. You can say what information you want to receive when you open an Account with us and can request for this to be changed at any time. We will also remind you from time to time of your right to say you do not wish to receive information about our services. Where an email contact has been provided for your business we may send emails and other information regarding your account to this email address.

## 12. Bankers' references

We will only provide banker's references or banker's 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 banker's references work and our charges please let us know.

## 13. 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)

## 14. Complaints

- 14.1 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 or (+44) 117 973 9339 from abroad. All calls to and from Triodos Bank may be recorded;

By email: [contact@triodos.co.uk](mailto:contact@triodos.co.uk);

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.

- 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 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 may have the right to take your complaint to the Financial Ombudsman Service.

- 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 us and requesting a copy of the leaflet, or you can write to:

**The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR**

**Tel: 0300 123 9123**

**Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)**

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

- 14.5 If you purchased your product online you may also be able to 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://webgate.ec.europa.eu/odr/main/?event=main.home.show>. The European Commission may forward your complaint to the Financial Ombudsman Service.

## 15. 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)

## 16. Governing Law

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

## Terms and Conditions for payment accounts

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This section applies to current accounts, cheque accounts, instant access and easy access deposit accounts and instant access non-sterling accounts.

## 17. Paying into your Account

applicable to sterling accounts only

### 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 number and Account name with us;

by bank giro credit (for cash or cheques) across the counter at NatWest or RBS Bank Branches using one of our paying-in slips. If you wish to set up a regular arrangement at a branch please contact us to arrange this facility. They 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 (Freepost TRIODOS BANK). 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.

17.3 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;

17.4 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.

## 18. When your money is available

**applicable to sterling accounts only**

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.

### 18.2 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. 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

### applicable to sterling accounts only

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 only on Current Accounts where this has been through separate approval. We 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 Subject to section 20, 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](http://www.canipayfaster.co.uk). The funds will be taken from your Available Balance on instruction. The funds will then be taken from your Balance on the day we initiate the payment following your instruction. The day the payment is sent may be the day after your payment instruction is made due to the payment timescales described in 19.4. The funds will be credited to the beneficiary's account by the next Business Day after the payment is sent. You carry on earning interest until the day the beneficiary receives the funds in their account. Once a Faster Payment has been made the transaction cannot be cancelled. For the maximum amount that can be transferred using Faster Payments, and the timescales for payments being received, please see the FAQs on our website. Any transfer requested above this limit will default to a CHAPS transfer and a charge may apply. 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 24 of these Terms and Conditions.

**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 Payment instructions received by post 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

24 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 reordering 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 and you will be asked to provide a security code from your list if you have previously arranged this facility. If we are unable to satisfy ourselves as to your identity you may be asked to write to us to confirm the stopping of a payment. 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. 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.

## 21. Interest

### 21.1 Interest on current accounts

#### 21.1.1 Credit interest

Interest payable on credit balances will be at the rate set out in our summary of interest rates for all sterling current and deposit accounts for businesses and charities unless we have agreed a separate rate with you. Interest is calculated on the daily available credit balance and is paid monthly.

#### 21.1.2 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.

#### 21.1.3 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.

### 21.2 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 for sterling accounts, 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.

## 21.3 Changing interest rates

21.3.1 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.**

21.3.2 Where the change to the interest rate is advantageous to you, or in relation to changes to a reference rate (i.e. the Bank of England Base Rate) or exchange rates, it may be effective immediately. New sterling rates will be published on our Website on the date that the change is made. We will

let you know of any advantageous change in interest rates within 30 Calendar Days by letter or email and through our Website.

21.3.3 Where the change to the interest rate on a payment account is disadvantageous to you we will notify you at least 2 months in advance by letter or email

21.3.4 Details of our current sterling interest rates can be found on our Website, in our interest rates document, on any statement we send you, in internet banking and by calling us.

## 21.4 Tax

From 6 April 2016, all account interest will be paid without any tax taken off.

Please contact us for details if you have any questions about this.

## 22. Charges

### 22.1 Account charges

22.1.1 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.

### 22.2 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.

### 22.3 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.

### 22.4 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.

### 22.5 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.

### 22.6 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.

## 23. Closing your Account

23.1 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.

23.2 We may close your Account if you fail to operate it according to the 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 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 one month of opening the Account.

## 24. Dormant and Nil balance accounts

24.1 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.

- 24.2 Before reactivation of a dormant Account, you may be required to provide suitable evidence of your identity and your legal claim on the Account.
- 24.3 If you have money in a dormant Account, it will always be your property no matter how many years pass.
- 24.4 If your account is nil balance, either because funds have never been deposited or because all funds have been withdrawn, the account will be closed after 13 months of being nil balance, we will contact you before closure takes place to inform you of this.

## 25. Changes to these terms

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

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**

**To reflect changes relating to our business model, policies, operations or viability.**

If we make any change to these Terms and Conditions or Tariff we will tell you two months before we make the change.

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.

- 25.2 If the changes are not to your advantage you can request for your account to be closed without penalty. To do this you will need to write to us explaining your reason and requesting the account be closed before the change is effective. If we do not hear from you, we will consider that you have accepted the changes. The following changes will not be considered detrimental:

**Changes to meet regulatory requirements or to reflect industry guidance, codes of practice or decisions of the Financial Ombudsman Service**

**Changes to improve the clarity of these Terms and Conditions**

**Changes to reflect the facilities offered by new products or services**

**Changes to improve our service or to benefit our customers.**

## 26. 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 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.

Internet Banking is not available on non-sterling Accounts.

## 26.1 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.

## 26.2 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.

## 26.3 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.

## 26.4 Security notice

26.4.1 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](http://www.banksafeonline.org.uk) for useful information.**

26.4.2 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.

26.4.3 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 (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.

## 26.5 Client browser

Your client browser must be Javascript enabled.

## 26.6 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 are only allowed on payment accounts**

Internet Banking is only available for Pound Sterling accounts;

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;

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

## 26.7 Account charges and deduction of interest

26.7.1 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.

26.7.2 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.

## 26.8 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.

## 27. Withdrawal limit

As standard there is a maximum withdrawal amount of £1,000,000 on deposit accounts 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. This also applies on accounts with a notice period if the payment is requested to go before notice. The standard charges will still apply.

# Terms and Conditions for non-payment accounts

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

## 28. Paying into your Account

applicable to sterling accounts only

28.1 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

or 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,

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

28.2 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 branches of RBS or NatWest using one of

our paying-in slips. The other bank may charge for this service.

- 28.3 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;

- 28.4 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.

## 29. When your money is available

**applicable to sterling accounts only**

### 29.1 Paying in by cheque

- 29.1.1 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.

- 29.1.2 If you paid the cheque in at a branch of RBS or NatWest, 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.

### 29.2 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.

For example, you pay in a cheque for your Triodos Bank Account through RBS or NatWest 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**).

- 29.3 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.

## 30. Payments out of your Account

applicable to sterling accounts only

### 30.1 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.

30.2 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.

30.3 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.

30.4 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](http://www.canipayfaster.co.uk).

The funds will be taken from your Available Balance on the date the payment has been instructed. The funds will then be taken from your Balance on the day we initiate the payment following your instruction. The funds will be credited to the beneficiary's account by the next Business Day after the payment is sent. You carry on earning interest until the day the beneficiary receives the funds in their account. Once a payment has been made using the service the transaction cannot be cancelled. For the maximum amount that can be transferred using Faster Payments, please see the FAQs on our website. Any transfer requested above this limit will default to a CHAPS transfer, please refer to our Tariff for our charges for this service. 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 35 of these Terms and Conditions.

**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.

- 30.5 Payment instructions received by post 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.

### 30.6 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 and you will be asked to provide a security code from your list if you have previously arranged this facility. If we are unable to satisfy ourselves as to your identity you may be asked to write to us to confirm the stopping of a payment. 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.

## 31. Interest on deposit accounts

- 31.1 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 for sterling accounts, 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.

- 31.1.1 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.**

- 31.1.2 Where the change to the interest rate is advantageous to you or in relation to changes to a reference rate (i.e. the Bank of England Base Rate) or exchange rates, it may be effective immediately. For sterling accounts new rates will be published on our Website on the date that the change is made. We will let you know of any

advantageous change in interest rates within 30 Calendar Days by letter or email and through our Website.

Where the change to the interest rate on a non-payment account is disadvantageous we will notify you at least 14 Calendar Days' in advance by letter or email.

Details of our sterling current interest rates can be found on our Website in our Interest rates document, on any statement we send you, in internet banking and by calling us.

## 32. Tax

From 6 April 2016, all account interest will be paid without any tax taken off.

Please contact us for details if you have any questions about this.

## 33. Charges

### 33.1 Account charges

33.1.1 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 forms part of the application pack, it is also available on our website and on request, and will be sent to you whenever changes are made.

### 33.2 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.

### 33.3 Early access charge

At our discretion, and subject to section 37, you may access your savings at short notice. 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.

### 33.4 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.

## 34. Closing your Account

34.1 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.

34.2 We may close your Account if you fail to operate it 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 one month of opening the Account.

## 35. Dormant and nil balance Accounts

- 35.1 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.
- 35.2 Before reactivation of a dormant Account, you may be required to provide suitable evidence of your identity and your legal claim on the Account.
- 35.3 If you have money in a dormant Account, it will always be your property, no matter how many years pass.
- 35.4 If your account is nil balance, either because funds have never been deposited or because all funds have been withdrawn, the account will be closed after 13 months of being nil balance, we will contact you before closure takes place to inform you of this.

## 36. Changes to these terms

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

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

To reflect changes relating to our business model, policies, operations or viability.

If we make any change to these Terms and Conditions or Tariff which is disadvantageous we will tell you two months before we make the change. If we make changes which are advantageous then we may make them immediately and tell you about them within 30 Calendar days.

- 36.1 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.

- 36.2 If the changes are not to your advantage you can request for your account to be closed without penalty within 30 Calendar

Days of receiving the notification of the changes, to do this you will need to write to us explaining your reason and requesting the account be closed. If we do not hear from you, we will consider that you have accepted the changes. The following changes will not be considered detrimental:

**Changes to meet regulatory requirements or to reflect industry guidance, codes of practice or decisions of the Financial Ombudsman Service**

**Changes to improve the clarity of these Terms and Conditions**

**Changes to reflect the facilities offered by new products or services**

**Changes to improve our service or to benefit our customers.**

## 37. Internet Banking

37.1 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.

Internet Banking is not available on non-sterling Accounts.

### 37.2 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.

### 37.3 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.

### 37.4 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.

### 37.5 Security notice

37.5.1 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](http://www.banksafeonline.org.uk) for useful information.

37.5.2 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.

37.5.3 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.

## 37.6 Client browser

Your client browser must be Javascript enabled.

## 37.7 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 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 Bank Accounts on 1 January this may appear on your year end statement.

### 37.8 Account charges

37.8.1 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 is part of the application pack and is also available on request and on our website, and will be sent to you whenever changes are made.

37.8.2 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.

### 37.9 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.

## 38. Withdrawal limit

As standard there is a maximum withdrawal amount of up to £1,000,000 on deposit accounts in a single day. If you wish to make a withdrawal of one million pounds sterling or more please notify us before 5pm the day before. Any withdrawals made above this amount without prior notice may be subject to delay. This also applies on accounts with a notice period if the payment is requested to go before notice. The standard charges will still apply.

# Terms and Conditions for Fixed Term Deposits

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## 39. Fixed Term Deposits

**applicable to euro and sterling  
accounts only**

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

### 39.2 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.

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.

### 39.3 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.

### 39.4 The deposit

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

### 39.5 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.

### 39.6 Interest

The Interest is fixed from the date that the funds are received into the Fixed Term Deposit until the date that it matures.

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

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.

## 39.7 Maturity

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

Before your Fixed Term Deposit matures we will let you know your options. If we have not agreed any alternative instructions by the maturity date an easy access Business and Charity Deposit Account will be opened for pound sterling accounts, or a Euro Instant Access Account for euro accounts, and the maturing balance including the interest will be transferred into it.

## 40. Changes to these terms

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

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**

**To reflect changes relating to our business model, policies, operations or viability.**

If we make any change to these Terms and Conditions or Tariff which is disadvantageous we will tell you two months before we make the change. If we make changes which are advantageous then we may make them immediately and tell you about them within 30 Calendar days.

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.

40.1 If the changes are not to your advantage you can request for your account to be closed without penalty within 30 Calendar Days of receiving the notification of the changes, to do this you will need to write to us explaining your reason and requesting the account be closed. If we do not hear from you, we will consider that you have accepted the changes. The following changes will not be considered detrimental:

**Changes to meet regulatory requirements or to reflect industry guidance, codes of practice or decisions of the Financial Ombudsman Service**

**Changes to improve the clarity of these Terms and Conditions**

**Changes to reflect the facilities offered by new products or services**

**Changes to improve our service or to benefit our customers.**



## 41. 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 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.

Internet Banking is not available on non-sterling accounts.

### 41.1 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.

### 41.2 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.

## 40.3 Security notice

40.3.1 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;

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and/or corruption of data being sent to us by email.

40.3.3 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:

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**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.

#### 40.4 Client browser

Your client browser must be Javascript enabled.

#### 40.5 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, braille and audio  
versions available on request.

Effective from 14 September 2019

Telephone: 0330 355 0355  
contact@triodos.co.uk  
www.triodos.co.uk

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

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