

# Business Telephone Banking

## Additional Conditions

**For HSBC Bank plc Business Telephone Banking customers as of 30 December 2022**

**Note:** The terms in this booklet normally take less than 20 minutes to read.

# Contents

	Page
<b>1. What do these Additional Conditions cover?</b>	<b>3</b>
<b>2. What you can do using Business Telephone Banking</b>	<b>3</b>
<b>3. Nominated users</b>	<b>4</b>
<b>4. Giving us instructions using Business Telephone Banking</b>	<b>7</b>
<b>5. Keeping up security</b>	<b>8</b>
<b>6. What's our liability to you?</b>	<b>9</b>
<b>7. Availability</b>	<b>9</b>
<b>8. Changes we can make</b>	<b>9</b>
<b>9. Ending use of Business Telephone Banking</b>	<b>10</b>
<b>10. Other things you should know</b>	<b>10</b>
<b>11. What courts and laws apply to these Additional Conditions</b>	<b>10</b>
<b>Important information and Privacy</b>	<b>10</b>

## 1. What do these Additional Conditions cover?

These Additional Conditions cover the use by you and your users of Business Telephone Banking to access your accounts and our services.

**Note:** When we refer to “users” we mean any person registered to use some or all of Business Telephone Banking on your behalf. A user may or may not be a signatory on your mandate.

These Additional Conditions apply in addition to the terms and conditions for any accounts and products you can access through Business Telephone Banking, such as current accounts, savings accounts and commercial cards (“Product Terms”) and any mandate for your account. The Product Terms still apply to the use of any accounts and products accessed using Business Telephone Banking (including what happens if something goes wrong, such as an unauthorised transaction).

These Additional Conditions apply between:

- you, the account holder; and
- us, HSBC Bank plc;
  - HSBC Bank plc, Jersey Branch;
  - HSBC Bank plc, Guernsey Branch; or
  - HSBC Bank plc, Isle of Man Branch.

If there’s a conflict between these Additional Conditions and any Product Terms, these Additional Conditions will take priority in relation to the use of the Business Telephone Banking service.

**Note:** The authorities granted by you to users in Business Telephone Banking may be different to or greater than those provided in any mandate for your accounts.

## 2. What you can do using Business Telephone Banking

Business Telephone Banking lets you and/or your users manage your accounts and services with us over the phone, for example:

- find out balances;
- transfer money between your linked sterling accounts;
- make payments from your accounts; and
- authorise other people to do the above on your behalf. Section 3 explains how to do this.

**Note:** We don’t charge you for using Business Telephone Banking, but you may be charged for making certain types of payments and accessing some services. You can find further details about our charges in the price list that applies to your account.

Some of these Business Telephone Banking services may not be available to all users, depending on their access rights. Not every product and service we offer can be accessed through Business Telephone Banking.

We may add or remove products, services and functions you can access or perform using Business Telephone Banking at any time without advance notice, whether these are provided by us, another member of the HSBC Group, or certain other third parties. It’s your responsibility to check that any additional products, services and functions offered through Business Telephone Banking are appropriate for your users to use.

You're responsible for anything a user does when they're using Business Telephone Banking – even if their user rights allow them to do something that's outside the scope of the authority you gave them.

### 3. Nominated Users

Our Business Telephone Banking service, which includes an automated service, allows your users to manage and transact on your accounts by phone.

#### **What's an 'automated service'?**

An automated voice which lets users use parts of Business Telephone Banking from a touchtone phone. It is available 24/7.

Most of the features within our Business Telephone Banking service are available to both Primary and Additional users. However, if an Additional User isn't a signatory on your mandate then they will be able to do fewer things on your account.

**Note:** The access rights you give to users in Business Telephone Banking are separate from and additional to any other mandate entered into and the access rights give authority to a user to take actions in relation to your accounts. This means that instructions can be validly given by a user via Business Telephone Banking that would not be valid if solely relying on the mandate. This includes replying on the instructions of a single registered user under Business Telephone Banking when a similar instruction would require two signatories under the mandate.

The tables below summarise the different types of users, how to appoint them, how they can use Business Telephone Banking and how their access can be revoked.

## Types of users and how to appoint them

	<b>Primary User</b>	<b>Additional User who's a signatory on your mandate</b>	<b>Additional User who's not a signatory on your mandate</b>
<b>What's a Primary/ Additional User?</b>	<p>The person appointed by you and who has:</p> <ul style="list-style-type: none"> <li>• full access and authority over your account;</li> <li>• authority to appoint Additional Users (with or without signatory authority on your mandate);</li> <li>• no restrictions on what they can do using Business Telephone Banking.</li> </ul> <p>They must be a signatory on the mandate on your account.</p>	<p>A person appointed by the Primary User or in accordance with the mandate and who is a signatory on your account mandate.</p> <p>Any user who's a signatory on your account mandate will automatically have full authority over the account.</p>	<p>A person appointed by the Primary User or in accordance with the mandate but who is not a signatory on your account mandate. They have reduced access and authority over the account.</p> <p>If an Additional User who's not a signatory on your account mandate becomes a signatory, we'll automatically give them full powers and won't tell you or the Primary User that this has happened.</p>
<b>Nominating a user</b>	<p>When you register for Business Telephone Banking, you'll have to nominate someone to be the Primary User by completing the registration forms.</p>	<p>Additional Users can either be appointed in accordance with the mandate or by the Primary User, in either case by following the instructions on the registration forms.</p>	

### **If there are two or more signatories on your mandate**

If there are two or more signatories on the account, we'll act on instructions from any one signatory so long as they're also a registered user of Business Telephone Banking and are trying to do something they're allowed to do.

## What can different users do?

Activity	Primary User	Additional User who's a signatory on your mandate	Additional User who's not a signatory on your mandate
<b>View</b>			
Find out balances and get information about transactions and foreign exchange and interest rates	✓	✓	✓
<b>Pay</b>			
Transfer money between your linked sterling accounts	✓	✓	✓
Make payments	✓	✓	✗
Set up, amend and cancel standing orders	✓	✓	✗
Cancel direct debits	✓	✓	✓
Reinstate direct debits	✓	✓	✗
<b>Seek Credit</b>			
Apply for credit cards, overdrafts and loans	✓	✓	✗
<b>Administration</b>			
Send messages to your Relationship Manager	✓	✓	✓
Get information on business banking products	✓	✓	✓
Remove registered users (including the Primary User)	✓	✓	✗
Appoint Additional Users	✓	✓ (depending on signing rules and mandate)	✗
Change statement date or frequency	✓	✓	✗

Activity	Primary User	Additional User who's a signatory on your mandate	Additional User who's not a signatory on your mandate
Ask for new or replacement items (e.g. cheque books, payment devices)	✓	✓	✓
Access and change information including primary contact information such as telephone numbers, email addresses and postal addresses	✓	✓	✗

### Revoking User Access

If you think the Primary User or an Additional User is misusing Business Telephone Banking, including operating beyond the authority you've given them, you must let us know immediately and write to us to revoke their access. You must also replace the Primary User where their access has been revoked.

#### If someone's no longer a user or a signatory on your mandate

You must tell us immediately if someone stops being a signatory or needs to be removed as a user from Business Telephone Banking.

If any user leaves your business or organisation, you must remove their access to Business Telephone Banking.

If a person stops being a Primary User then you must nominate a replacement. You must also tell us if any Additional Users become or stop being a signatory on your mandate.

If you don't tell us about changes to the people who are signatories or users of Business Telephone Banking then we'll continue to process instructions we receive from them (provided they pass security checks).

### 4. Giving us instructions using Business Telephone Banking

All users of Business Telephone Banking must have a telephone security number or Voice ID to access Business Telephone Banking. Failure to pass the necessary security checks will restrict or suspend a user's access to the service.

We'll act on all instructions given by your users through Business Telephone Banking in line with their authorities and as long as the relevant procedure for authorising a transaction or instruction (as set out in these Business Telephone Banking Additional Conditions or the Product Terms) has been followed.

### What's an 'instruction'?

Any instruction, request or other communication given, or appearing to have been given, to us by a user by phone or digital assisted service (e.g. text to speech or relay services).

### Instructions from unregistered individuals

If someone who isn't a registered user of Business Telephone Banking contacts us and wishes to discuss your account, we won't give them any information until they pass our security checks. We may, however, be able to provide assistance if they suspect the account has been compromised. We won't authorise anyone, including a signatory, to make payments via Business Telephone Banking if they're not registered to use the service. An individual may be able to start applying for a product or service but completing the application may be restricted by the mandate or our procedures.

**Note:** Instructions can be validly given via Business Telephone Banking that would not be valid according to some mandates.

### When we won't carry out an instruction

In addition to the reasons set out in your Product Terms, we may delay or not carry out an instruction if:

- it would exceed the authority of the user;
- we think it's fraudulent; or
- we want to investigate it.

You'll know we've refused to make a payment in most cases at the time you give us your instructions. For certain types of payment (e.g. standing orders) we'll try and tell you as soon as possible, where we can.

### Limits on payments

A user can pay any one recipient up to £10,000 a day using Business Telephone Banking, but for security reasons we may set other limits on the amount of money that can be paid out, or the number of payments made, on instructions given through Business Telephone Banking.

**Note:** You can call us to find out why we've refused a payment and what you need to do to correct any errors and we'll tell you unless we're prevented by law or any regulation or for fraud prevention or security reasons.

### 5. Keeping up security

We'll do all we reasonably can to prevent unauthorised access to your accounts through Business Telephone Banking.

You must also ensure that you and your users act reasonably to prevent the misuse of your accounts through Business Telephone Banking, including not disclosing security details to anyone.

If you don't, we may block access to Business Telephone Banking to protect you and us from unauthorised use.

You must contact us as soon as possible if:

- someone tries to access, or has accessed, your accounts through Business Telephone Banking without your permission; or
- you think someone else may know your security details.

We'll ask you to give us information or other help and we may also give, or ask you to give, information to the police to assist with any investigation.

**Note:** You can find more guidance on preventing misuse of your accounts through Business Telephone Banking **in the Business Banking Terms and Conditions** or more tips are available on our website.

## 6. What's our liability to you?

It's your responsibility to ensure you and your users use Business Telephone Banking in an appropriate way.

You should monitor your accounts regularly to check that they are operating in the way you expect. Our responsibility is to provide the relevant product or service in accordance with its terms.

We'll take reasonable care to ensure that any information we give you reflects the information we hold or, if it's provided by a third party, that it reflects the information we receive. Where information is provided by a third party we can't guarantee that it's accurate. We'll explain when information we provide through Business Telephone Banking is subject to limitations or if we provide it on a specific basis (e.g. if it's only accurate at a particular date).

If we provide tools and functions (e.g. payment devices) for our products and services we'll take reasonable care to make sure they work as described, but won't be responsible if they don't always work as you expect.

## We also won't be responsible:

- for any equipment, software or user documentation which someone other than us produces for use with Business Telephone Banking; or
- if your users can't access Business Telephone Banking.

## 7. Availability

Our Business Telephone Banking advisers are available during the hours set out on our website (**[business.hsbc.uk/contact-us](https://business.hsbc.uk/contact-us)**) which may vary during specific periods. Users can also access our automated service 24/7.

**Note:** We can restrict or withdraw access to Business Telephone Banking for any of the reasons set out in your Product Terms.

## 8. Changes we can make

From time to time we may make changes to these Additional Conditions (such as introducing specific charges).

We need this flexibility so we can manage Business Telephone Banking over a long period of time. We'll give you at least **30 days'** notice of the change and explain its impact. If you don't want to accept the change, you can stop using Business Telephone Banking and de-register from it at any time before the change comes into effect. If we don't hear from you before the change takes place, we'll assume you've accepted the change and it will take effect automatically.

We can also make changes that we reasonably believe are to your advantage without notice. If we do this, we'll tell you within 30 days of making the change.

## **9. Ending use of Business Telephone Banking**

### **How you can end your use of Business Telephone Banking**

You can just stop using Business Telephone Banking at any time, but if you want us to de-register your accounts and users, you need to contact us to let us know. You can do this by writing to us at:

**Customer Service Centre, BX8 1HB** or by contacting us in branch or by telephone (see your Product Terms for our contact details).

### **How we can end your use of Business Telephone Banking**

We can end any or all of your users' access to Business Telephone Banking at any time, without notice, for any of the reasons set out in your Product Terms.

We may also end this agreement and stop your use of Business Telephone Banking by giving you at least 30 days' notice.

If we have reason to believe your organisation doesn't qualify for Business Telephone Banking, we may suspend your access to Business Telephone Banking while we investigate. If we confirm this is the case, we may end all your users' access to Business Telephone Banking immediately and without notice.

## **10. Other things you should know**

We may transfer our rights and obligations under these Additional Conditions to someone else. We'll tell you if we do this.

You can't transfer any of your rights and obligations under these Additional Conditions to anyone else.

## **11. What courts and laws apply to these Additional Conditions?**

These Additional Conditions are governed by English law and the courts of England shall have non-exclusive jurisdiction over us, you and all users.

### **Important information**

#### **Privacy**

Your privacy is important to us.

Our Privacy Notice explains how we collect, use, disclose, transfer, and store information about you and your users and sets out your and their rights to that information.

You can find it at:

**[business.hsbc.com/hbeu-terms-and-conditions](https://business.hsbc.com/hbeu-terms-and-conditions)** for customers with accounts and services in the UK or **[business.ciiom.hsbc.com/legal-information](https://business.ciiom.hsbc.com/legal-information)** for customers with accounts and services in the Channel Islands and Isle of Man.

Before you (or anyone on your behalf) provides information on connected persons to us or a member of the HSBC Group you must ensure that you have a legitimate interest, lawful purpose or the agreement of the relevant connected person. You must also ensure they've been provided with our Privacy Notice, which explains the way in which their information will be processed and their rights in relation to their information.

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**What's a 'connected person'?**

A 'connected person' is a person or legal entity whose information (including personal data or tax information) you provide, or which is provided on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with these terms.

A connected person could be any guarantor, a director or officer or employee of a company, partners or members of a partnership, any substantial owner, controlling person, or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, recipient of a designated payment, your attorney or representative (e.g. authorised signatories), agent or nominee, or any other persons or entities with whom you have a relationship that's relevant to your relationship with the HSBC Group.

# Accessibility

If you need any of this information in a different format, please let us know. **This includes large print, braille, or audio.** You can speak with us using the live chat service on our website, by visiting one of our branches or by giving us a call.

There are also lots of other options available to help you communicate with us. Some of these are provided by third parties who are responsible for the service. These include a Text Relay Service and a British Sign Language (BSL) Video Relay Service. To find out more, please get in touch. UK customers can visit [hsbc.com/accessibility](https://www.hsbc.com/accessibility) or [business.hsbc.com/nbfi/contact-us](https://business.hsbc.com/nbfi/contact-us). Channel Islands and Isle of Man customers can visit [ciiom.hsbc.com/accessibility](https://www.ciiom.hsbc.com/accessibility) or [business.ciiom.hsbc.com/contact-us](https://business.ciiom.hsbc.com/contact-us).

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