

Business Banking Terms and Conditions

**For HSBC Bank plc business current and savings
accounts and services as of 17 May 2021**



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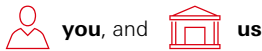
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You and HSBC: Our agreement

This agreement is divided in two parts. The first part contains the terms and conditions covering your general relationship with us and the second part covers the terms and conditions for your business accounts and related services.

For some of our products or services we'll give you additional terms & conditions when you request the product or service. We call these 'Additional Conditions'. This booklet together with the Additional Conditions, any mandate and your price list make up our relationship documents and form a legal agreement for products or services between:




Your price list will be either the Business Price List or your individually agreed price list. Your price list contains the fees and charges that apply to your business accounts and related services. Our current Business Price List is available online at business.hsbc.com/hbeu-terms-and-conditions. Your price list also includes our overdraft charges and explains where you can find the Business Standard Debit Interest Rate. Pricing for HSBCnet and HSBC Connect is different and will be given to you at the time you take out those services.

Our relationship documents govern the provision of our business accounts and related services to you. If there's any conflict between our relationship documents the following order of priority applies:

- ◆ first, any Additional Conditions which apply to a particular product or service;
- ◆ then the terms and conditions for your business accounts and related services contained in part two of this booklet;
- ◆ finally, the Relationship Terms contained in part one of this booklet.

Explanation and useful information

In these terms, you'll find some boxes with the symbol . These explain certain points more clearly or provide useful information.

Useful information for you



This booklet normally takes less than 35 minutes to read.

Part 1: Relationship Terms

This part one contains the terms and conditions covering your general relationship with us.



By 'you' and 'your', we mean the customer who we've agreed to provide a product or service to. When you give us your mandate, you'll be bound by anything done by anyone authorised under that mandate, provided it's within the scope of the mandate.



By 'us', 'we' and 'our', we mean HSBC Bank plc, or any other entity that we transfer our rights and/or obligations to.

If we refer to an HSBC Group Company, we mean HSBC Holdings plc or any of its subsidiary, associated and affiliated companies.

Useful information for you



These Relationship Terms normally take about 10 minutes to read.

1. What are the Relationship Terms?

These Relationship Terms are the general terms governing our relationship with you, and any other specific product or service terms you have are additional to them. They don't form a separate agreement and each product or service you take out with us will be subject to these Relationship Terms where this is specified in the terms for that product or service.

Together these Relationship Terms and any other relationship documents and terms which apply to your product or service will form a separate agreement between you and us for that product or service and together are what we mean when we refer to "this agreement" or "the agreement".

These Relationship Terms as incorporated into the terms of each relevant product can be amended in accordance with the terms for the relevant product or service.

The first time that you enter into an agreement including these Relationship Terms we'll provide them to you, along with any other terms forming part of the agreement. If you then enter into an agreement for other products or services to which these Relationship Terms apply we may not automatically provide you with another copy, but will explain that they apply.

You can ask for a copy of these Relationship Terms at any time. They're also available online at business.hsbc.com/hbeu-terms-and-conditions

2. How we'll contact you and provide notices

We'll contact you and provide notices to you, or a person you've authorised us to contact, using the most recent postal address, email address or telephone number you or they have given us. We may also contact you and provide notices through our online banking services. To warn you about any actual or suspected fraud or security threats, we'll use the fastest and most secure way of contacting you, which might include sending you a text message.

You must let us know as soon as possible if the contact details for you or any authorised person change. If you don't, you might not get information or notices from us and we won't be responsible for this.

You must make sure that anyone authorised to access or use your accounts is aware of any notices and information we send you if they are relevant.

We may record:

- ◆ and monitor telephone calls so we can improve our services and for security reasons; and
- ◆ telephone numbers you call us from and may use them if we need to contact you urgently.

We'll always use English to communicate with you.



3. How you can contact us

Contacting us

You can contact us by any of the methods shown in the table below.

	From UK (including Channel Islands and Isle of Man)	From anywhere else
Lost or stolen cards and PINs	By telephone: 0800 032 7075 By textphone: 0800 028 3516	By telephone: +44 144 242 2929
Other queries	By telephone: 03457 60 60 60 Textphone: 03457 12 55 63	By telephone: +44 122 626 0878 Textphone: +44 207 088 2077
Website	business.hsbc.com/nbfi	
By post	Customer Service Centre, BX8 1HB	



Our Business Telephone Banking opening hours are usually every day 8am to 10pm but we may change this over certain periods. Our up to date opening hours can be found at **business.hsbc.uk/contact-us**.

We may also include other relevant contact details in your Additional Conditions.

4. Who can give instructions to us

When you take out a product or service from us, we'll ask you who's authorised to deal with us and the extent of their authority. You must let us know if this changes.

5. Who is normally responsible for paying back any money you borrow

It depends on the type of organisation you are and what we've agreed with you, but it's normally as follows:

Type of organisation	Who is responsible for paying back money you borrow?
Sole trader	You're personally responsible.
Incorporated body such as a company or limited liability partnership	The incorporated body is responsible.
English partnership other than a limited partnership	All partners are jointly and individually responsible for money borrowed when they were in that position, even if they're not anymore.
Scottish partnership other than a limited partnership	The partnership will be responsible as it has a separate legal personality. However, all partners are jointly and individually responsible for money borrowed when they were in that position, even if they're not anymore.
Limited partnership	Limited partnerships have at least one general and one limited partner. All general partners are jointly and individually responsible for the debts and liabilities of the limited partnership. The liability of the limited partners will be set out in the limited partnership agreement and is subject to certain statutory provisions, but it's normally limited to the amount of their investment in the limited partnership.
Personal representative	Each personal representative is jointly and individually responsible for money borrowed when they were in that position, even if they're not anymore.
Trust	All trustees are jointly and individually responsible for money borrowed while they were trustees, even if they're not anymore. The liabilities of professional trustees are limited to the trust assets from time to time.
Unincorporated body such as a club	The facility letter or application form will explain who's responsible.
Schools, charities or other entities not listed above	The facility letter or application form will explain who's responsible.

If we're lending to more than one person or entity, each person or entity will be jointly and individually responsible for any amounts due to us and we can ask all of them or just some or one of them to repay us the full amount.

What do we mean by jointly and individually responsible?

If you're jointly and individually responsible for any borrowing, we can ask all of you or just some or one of you to repay us the full amount.

6. Set-off

If you have money in one of your accounts, we may use it to reduce or repay amounts owed to us which are due for payment on other accounts. This is our right of set-off.

Amounts owed to us include amounts due under a loan, a credit or charge card, a mortgage or an overdraft. They also include amounts which become due to us when a contingent liability becomes an actual liability.

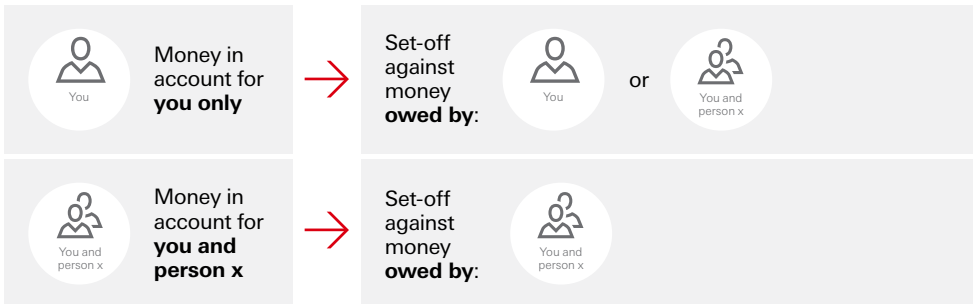
Our right of set-off applies to:

- ◆ joint accounts and joint debts too. We can use:
 - money in an account you hold jointly with someone else to pay debts you owe jointly with that person; and
 - money in an account you hold in your sole name to pay debts you owe jointly with other people.
- ◆ any amounts you have in a fixed term or notice deposit account. We may adjust the amount of interest we pay you if we do this.

If you have a trust or client account, we won't use our right of set-off against money held in those accounts.

In exercising our right of set-off, where deposits are not in the same currency as the amount owed, we may convert those deposits to the currency of the amount owed using the HSBC Exchange Rate.

We can take money from accounts in your name or held jointly with another person (X) as shown below:



7. Contingent liabilities

Where you have contingent liabilities:

- ◆ we may take money from your account and hold it to cover the amount of the contingent liability you have to us. For example, we might only agree to give a guarantee for you if you give us money upfront to cover the amount we may need to pay out as guarantor; and
- ◆ we can hold money to cover them without telling you in advance, if we have good reasons to think you might otherwise not be able to pay if the liability becomes due.

If we do any of the above, we'll work out how much we need to cover the contingent liabilities in good faith based on current market rates. We'll also tell you what we've done, when and why we did it.

! What's a contingent liability?

This is money you might owe us in the future because of a legal obligation you have to us now. For example, you might ask us to give a guarantee in your favour to someone else. If we have to make a payment as your guarantor, you agree to repay us what we've paid them. Because it may never happen, that obligation to repay us is a contingent liability.

8. Compliance with laws and regulations

We'll make every effort to perform our obligations to you under our agreement.

However, we're also obliged to comply with the law, regulations, court orders, codes and other duties, requirements and obligations that apply to us, and to take measures to prevent our services being used for financial crime.

Accordingly, we won't perform any part of our agreement and may suspend or terminate accounts and services where we reasonably consider that doing so may:

- ◆ involve us or you breaking a law, regulation, court order, code or other duty, requirement or obligation that applies to you or us or another HSBC Group Company;
- ◆ involve, or be part of, us or you committing a criminal act of any kind;
- ◆ expose us or another HSBC Group Company to action by a government, regulator or law enforcement agency; or
- ◆ expose us or another HSBC Group Company to legal action from a third party.

We won't be liable to you for not performing that part of the agreement in any of these circumstances.

9. Information we need from you and when we can disclose information about you

If we make a reasonable request for information, you must give it to us as soon as possible. If you don't, or we suspect fraudulent or criminal activity of any kind:

- ◆ we might try to get it from another source;
- ◆ we can lock or close your account(s) or suspend access to or terminate services; or
- ◆ you might not be able to carry on doing some or all of your banking with us.

You must make sure the information you give us is accurate and up to date and tell us within 30 days if anything changes.

We'll use your information as explained in our Privacy Notice (available at business.hsbc.com/hbeu-terms-and-conditions). We'll also give it to others if we're required by law or a public duty to disclose it. This might happen if we believe you may have tax obligations in other countries and we may have to disclose that information directly to tax authorities. We'll also give it to others if it's in our interests to disclose it to protect our interests or reputation such as in any legal proceedings or if we have your specific agreement.

Before you or anyone on your behalf provides information about connected persons to us or any HSBC Group Company you must ensure that you have a legitimate interest, lawful purpose or the agreement of the relevant 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.

! What's a connected person?

A 'connected person' is a person or legal entity whose information you provide, or which is provided on your behalf, to any HSBC Group Company or which is otherwise received by any HSBC Group Company in connection with this agreement. This information might include personal data and tax information.

A connected person could be any guarantor, a director, 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 us or any HSBC Group Company.

10. Third party rights

No third parties will have the right to enforce this agreement.

11. Enforcing our rights

We can choose not to enforce any of our rights. This includes putting measures in place like agreeing to give you more time to pay us. If we choose not to enforce our rights when we could do, we may enforce them later.

12. If you're a partnership

The agreement will remain in force subject to each party's right to terminate even if you change the name of the partnership, new partners join or current partners leave.

13. Tax

It's up to you to meet your tax responsibilities in the UK and elsewhere. This relates to opening and using accounts and services by HSBC Group Companies. Some countries' tax laws may apply to you even if you don't have a business there. HSBC Group Companies do not give tax advice. You're responsible for your own tax obligations and connected persons are responsible for theirs. It's your choice whether to seek independent legal and tax advice.

14. Events outside our control

Sometimes events happen which are outside our reasonable control. These events can include natural events and power failures and are often called force majeure events. We won't be liable to you if such an event does happen and it prevents or delays us from performing any of our commitments.

15. How to make a complaint

If you have a complaint, please contact us using the details at the front of these Relationship Terms and we'll do our best to sort it out.

You can find details of what will happen next and how we handle your complaint on our website business.hsbc.com/nbfi/complaints

If you're not happy with the way we deal with your complaint, you may be able to refer your complaint to the Financial Ombudsman Service.



The Financial Ombudsman Service
Exchange Tower, London E14 9SR



0800 023 4567 or **0300 123 9123**



complaint.info@financial-ombudsman.org.uk



financial-ombudsman.org.uk

If you complain to us and aren't eligible to use the Financial Ombudsman Service, we may from time to time introduce other alternative dispute resolution services which you can use to resolve your complaint.

You may also be able to complain to the Financial Conduct Authority.

16. Transferring agreements we enter into with you

We can transfer all of our rights under our agreement we have with you to someone else. This includes information that the person we're transferring our agreement to needs to know about you and how you've managed your account or used your services.

We can also transfer all of our obligations under our agreement we have with you. This can only be to someone we reasonably consider capable of performing them as well as us. They must also be authorised and recognised by our regulator as being able to provide the products or services we're transferring.

We'll tell you if we transfer our agreement or our rights but this won't reduce any of your rights under the agreements.

Because we've assessed the products or services we agree to provide you on the specific circumstances of your business, you can't transfer any aspects of any of our agreements to anyone else.

Part 2: Terms and conditions for your business accounts and related services

This part two contains the terms and conditions for your business accounts and related services. Additional Conditions apply to some products and services.

1. How these terms apply to different types of customers

The Payment Services Regulations 2017 and some other rules require us to treat Small Business and Small Charity Customers in the same way as our personal banking customers. We can agree different terms with Larger Corporate Business Customers. Where relevant, we make clear in the terms below which terms apply to which customers.

What is a Small Business Customer?

A business customer which on the date it opened its account had fewer than 10 employees and an annual turnover and / or balance sheet total of £2 million or less, or if it's part of a group, the group had an annual turnover and / or balance sheet total of £2 million or less.

What is a Small Charity Customer?

A UK charity that on the date it opened its account had an annual income of less than £1 million.

What is a Larger Corporate Business Customer?

Any business customer which isn't a Small Business or Small Charity Customer.

The Payment Services Regulations 2017 allow Larger Corporate Business Customers to agree that various regulations do not apply to their agreement. If you're a Larger Corporate Business Customer, you agree that the requirements of Part 6, information requirements for payment services, will not apply to you and to the maximum extent possible, the requirements of Part 7, rights and obligations in relation to the provision of payment services, won't apply. We explain throughout the agreement where terms differ if you are a Larger Corporate Business Customer.

You must tell us as soon as you become aware that you stop meeting the criteria to be a Small Business Customer or Small Charity Customer.

Interest rates and charges

2. Interest we pay

For sterling accounts that pay interest we'll work out credit interest on the basis of a 365-day year, and pay it out for every day of the calendar year (365 days or 366 days for a leap year).

For most foreign currency accounts that pay interest, we'll work out interest on the basis of a 360-day year but pay it out for every day of the calendar year (365 days or 366 days for a leap year).

Unless we've made a different arrangement with you, we'll pay interest into your account on the day in the month you originally opened your account or, if that's not a working day, the next working day.

3. Interest we charge

For sterling accounts, and a few foreign currency accounts, we'll work out interest each day on the amount you owe us on the basis of a 365-day year.

For all other foreign currency accounts, we'll work out interest on the basis of a 360-day year.

Unless we've made a different arrangement with you, we'll take interest from your account on the day in the month you originally opened your account or, if that's not a working day, the next working day.

If you have a non-sterling account and the credit interest rate on your account goes below zero, we may charge you interest on the money in the account.

Interest rates we pay and charge can be fixed or variable. Fixed rates won't change for an agreed period and variable rates will go up or down either because we've changed them internally or to track a reference rate such as the Bank of England base rate. If the Bank of England base rate is less than zero, it shall be deemed to be zero.

! What's a working day?

A working day is Monday to Friday (excluding English public holidays).

Branch opening hours will be the working day for payments at a branch, but for payments made by Faster Payments our working day is 24/7.

4. Charges

Charges that apply to you are set out in your price list. We take charges from your account at the end of a charging period. Our usual charging period is monthly. We'll send you a pre-notification of the fees and charges, including interest, to be deducted from your account.

We'll send this pre-notification at least 14 days before we deduct the interest or charges.

There may also be a charge for services which aren't set out in the price list that applies to your account, but we'll always tell you the amount and check you're happy to pay it before we provide the service. We can take these charges from your account when we provide the service.

5. Ways you can access your account

You can access your account in a number of different ways such as via Branch, Post Office®, Business Telephone Banking, Online Banking and mobile apps.

The services available depend on the type of account you have and the channel you are

using to access your account. The table below sets out some of the services available on our channels and more information on the services available via each channel can be found in our product guides and on our website at business.hsbc.uk/ways-to-bank.

		Do you need to be registered?	Availability
Branch	Visit any of our branches where, depending on the facilities in the particular branch, you can use: <ul style="list-style-type: none"> ◆ counter service; ◆ paying-in machines; and ◆ express banking machines. 	No	See opening times at each branch.
Cash Machines	You can use HSBC ATMs in the UK to: <ul style="list-style-type: none"> ◆ withdraw cash; ◆ check your balance; ◆ pay your credit card bill; ◆ get a mini-statement; and ◆ change your PIN. You can also withdraw cash from other ATMs worldwide wherever Visa is accepted but there may be different charges for doing so.	No - provided your account allows	24/7
Post Office®	You can use any Post Office® branch to: <ul style="list-style-type: none"> ◆ check your account balance using your debit or deposit card and PIN; ◆ pay in cash and cheques; and ◆ use their change giving service. 	No	See opening times at each Post Office®.
Online Banking	Business Internet Banking allows you to: <ul style="list-style-type: none"> ◆ see all your accounts in one place; ◆ view your statements; ◆ make payments; ◆ transfer funds; and ◆ manage Direct Debits and standing orders. 	Yes	24/7

		Do you need to be registered?	Availability
Mobile apps	<p>If you're registered for Business Internet Banking, you can use the HSBC UK Business Banking app on iOS or Android devices to:</p> <ul style="list-style-type: none"> ◆ make payments; ◆ transfer money; ◆ deposit cheques; and ◆ view account balances. 	Yes - Registration is for online banking. Apps are available on iOS and Android devices	24/7
Business Telephone Banking*	<p>Business Telephone Banking allows you to:</p> <ul style="list-style-type: none"> ◆ check your account; ◆ transfer money; ◆ make payments; and ◆ do other things using our automated service. 	Yes	Automated service 24/7. You can also speak to a member of our team during operating hours.

* More limited services are available to customers not registered for Business Telephone Banking. If an individual who isn't a registered user contacts us and wishes to discuss your account, we won't provide any information to them until they pass our security checks but may be able to provide assistance if they suspect the account has been

compromised. We won't accept an instruction from 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 the process of applying for a product or service but completing an application may be restricted by the mandate or our procedures.



Keeping your accounts safe

6. How we check we're dealing with you

Whenever you access your account to view your account information, move money or change your contact information, we need to check we're dealing with you.

If we get a signed document from you such as a cheque, we'll check that the signature on it matches our records. If you're in branch, we may also ask for a photo ID.

For everything else we will rely on your **security details**. If your security details are used, we'll assume it's you and treat the request as if you'd authorised it. That's why you must be very careful to keep your security details private and not let anyone get access to any devices you use to access your account.

We may add other ways of checking your identity in the future.

7. Looking after your account access information

We'll do all we reasonably can to keep your account secure. You must also do all you reasonably can to help us to do this, including keeping your **payment devices** and **security details** safe, and telling us if you notice something doesn't seem right. Make sure any additional payment device holders, such as an additional card holder, do the same.

We may cancel your card or suspend access to your account or services to protect you and us from unauthorised use. If you ask, we'll tell you when the block will end if we can.

! What do we mean by 'security details'?

Security details include things like



Passwords, PINs, security codes, and memorable data.



Biometric data (such as a fingerprint or voice ID).



The **codes and passwords** you set up with us for Telephone, Online or Mobile Banking.



any information you use with a **payment device** to access your account or give us instructions.

! What do we mean by 'payment device'?



A card, digital version of your card, an electronic wallet or any other device or software that you can use on its own or in combination with your security details to access your account or give instructions.

 Useful information for you

Preventing misuse of your accounts.

There are some things you must do to keep your accounts safe and prevent unauthorised use.

You must:

- ◆ Keep your security details and payment devices safe.
- ◆ Not tell or allow anyone to use your payment devices or security details other than telling a Third Party Provider your security details if they need them to provide their services to you.
- ◆ Safely destroy any security details we send you.
- ◆ Sign your card when you receive it.
- ◆ Change your security details straight away and tell us as soon as possible if you know or suspect that someone else knows your details.
- ◆ Check your statements regularly and tell us as soon as you can if something looks wrong.
- ◆ Always follow any instructions we give you about security.
- ◆ Contact us as soon as you can if you are concerned about the security of your accounts, security details or payment devices.

You can find more tips on our website or by contacting us.

You can change your card PIN by going to any ATM. If you do this within 30 days of the card's renewal, you'll have to do it again when your new card arrives. You can also change your security information used to access digital channels within the Online Banking or Mobile Banking app.

You should do the following to help keep your accounts safe:

General advice

- ◆ Don't choose security details that can be easily guessed by anyone else.
- ◆ Take care when using your security details. Make sure no one can hear or see them when you use them.

- ◆ Use different security details for different things. If you have more than one card, have different PINs for each.
- ◆ Don't write down your security details in a way that other people can easily understand.
- ◆ Keep paperwork such as card receipts and bank statements safe. Shred them when you throw them away. Fraudsters sometimes go through bins to get your information.

If using cheques

- ◆ Draw a line through any space you haven't used when you write a cheque.
- ◆ Never use a pencil or erasable ink.
- ◆ Don't sign if you haven't filled in all of the details.

If using online or mobile banking

- ◆ Keep your PCs, laptops, phones and tablets secure, both physically and with passwords.
- ◆ Make sure you have up to date anti-virus and spyware software and a personal firewall. Don't log in, or stay logged in, to a device that's not in your full control or possession.
- ◆ Don't allow others to store their finger prints or other biometric information in your mobile device.

Before you transfer a mobile device to someone else by selling it or giving it to someone for repair:

- ◆ Delete cards stored on it and in any e-wallets.
- ◆ Delete any biometric access including fingerprint, face or voice ID including access from any linked device.

8. If you think your security has been compromised

You must contact us as soon as possible if:

- ◆ someone else tries to access or use, or has accessed or used, your account, payment device or security details or has made a payment from your account using a cheque; and / or
- ◆ a cheque, payment device or security details have been lost or stolen.

We'll ask for information or other help we need from you. We may also help the police and ask you to do this too.



Our contact details are **0800 032 7075** from the UK or **+44 1442 422 929** from anywhere else.

You mustn't use a payment device, your security details or cheque after you've reported it lost or stolen or you think someone has used it or tried to use it. You must destroy or return your payment device or cheque to us if we ask you to.

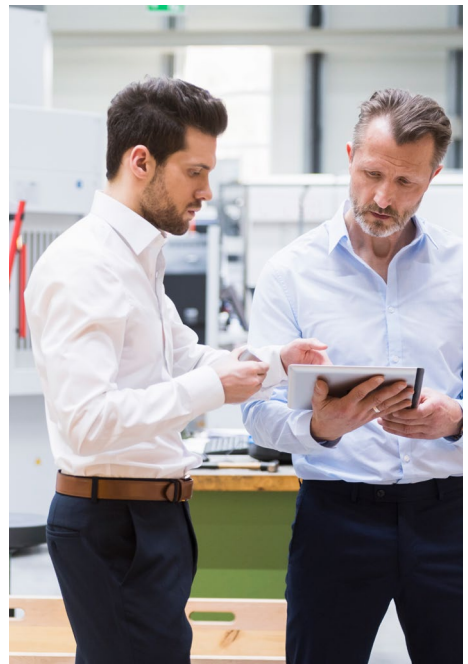
Use of your payment device may be temporarily suspended. Whilst it is suspended you mustn't use it. You will be able to use your payment device again when the suspension is lifted.

9. Blocking payment devices and services

We can block any payment device and your access to related services such as Business Telephone Banking, Mobile or Online Banking. We'll do this if we reasonably believe it's necessary because of:

- ◆ a significantly increased risk you may be unable to pay any money you owe us;
- ◆ suspected fraudulent or criminal use of the payment device or your security details; or
- ◆ security concerns, for example if we know or suspect your payment device and/or security details have been misused.

We'll let you know why immediately after we do this unless we're prevented by law or any regulation or for security reasons. We'll lift the block as soon as the reason for it ends.



Payments into your account

10. How money can be paid into your account

There may be limits on the amount you can pay in to your account. We'll tell you about these when you request a service.

Cash Payments into your account

Where cash can be paid in	When it will credit your account
Branch Counter	Immediately
Self-service machine	Same day, provided the deposit is made before the cut-off time displayed in branch
Post Office® (using a business deposit card and cash bag – sterling only)	Immediately
Bulk cash (if you've registered for this service)	As described in the terms for the service

You can't deposit more than £20,000 in notes or £250 in coins at Post Office® branches in any one deposit. Some Post Offices® have lower limits and each Post Office® will tell you what its actual limit is when you're making the deposit.

In some cases you may be able to use other banks to deposit sterling cash.

We'll start calculating interest on the same day that the payment credits your account.

We'll tell you about any limits on the amount you can pay in and any charges when you use the service.

Foreign currency

You can deposit foreign currency into a sterling account, and sterling into a foreign currency account, but we don't accept payments in all currencies. Ask us if you want to know what currencies we cover.

If you pay in cash which isn't in the currency of your account, we'll convert it into the currency of your account using the HSBC Exchange Rate at the time we receive it.

This is the rate we use to convert payments to and from currencies other than the currency of your account. It's based on the foreign currency market for each currency we offer so changes constantly.

The rate you get will depend on the size of the payment and whether you're buying currency because you're receiving a payment or selling currency because you're making a payment. You can ask us at any time what the rate is

Electronic Payments into your account

Where payments are made electronically into your account we'll credit money to your account immediately we receive it and start calculating interest on the same day.

You must use or give whoever is paying money to your account your sort code and account number or IBAN for international payments or phone number if using Business PayM.

We'll credit money paid electronically to your account immediately after we receive it if it is in the same currency as the account.

We'll credit money received in a different currency than the account immediately after we've converted it into the currency of the account using the HSBC Exchange Rate. We'll start calculating interest on the same day as money is credited to your account.

! What's PayM

This service allows your customers or anyone else to send money to your eligible bank account using your mobile phone number. You can register up to 50 UK mobile numbers but each number can only be linked to one account. You can only use PayM to receive payments, not make them. You may be charged for payments received – see the price list that applies to your account for details.

Cheques

Payment of sterling cheques from a UK bank into your account

Money paid in by cheque needs to go through the 'clearing' process. If the cheque is received before the relevant cut off time the process starts on the working day we receive the cheque. Otherwise we'll start processing it on the next working day.

Where cheques can be paid in	Cut off time
Branch Counter	The working day we receive the cheque
Self-service machine	As displayed on the self-service machine
Post Office®	The working day we receive the cheque from the Post Office®*
Mobile app	10 pm

Most cheques start earning interest and are available for withdrawal on the working day after the working day you pay them in*. Once they're available for withdrawal, we can only remove them if we reasonably suspect fraud or you agree. If this takes your account overdrawn, we'll treat it as a request for a new or larger

unarranged overdraft and you may need to pay charges and overdraft interest.

The clearing process uses a scanned digital image of the cheque. If there's an issue with the cheque which means we're unable to scan it, it may take longer to clear.

! Paying in cheques at a Post Office

*If you pay a cheque in at a Post Office®, you need to use a HSBC cheque only deposit slip and the above timings begin when we receive it. This is normally on

the next working day after you pay it into the Post Office®. If a cheque doesn't clear for any reason, we may be able to ask for payment again from the paying bank.

Other cheques

Where we process a foreign currency cheque for you, you'll be responsible for our charges and costs and the charges of any foreign bank or agent we use to collect the payment. We'll take these from the account you told us to pay the cheque into.

We can't always process a foreign currency cheque, including a Sterling or Euro cheque, where the paying bank isn't in the UK, Channel Islands or the Isle of Man.

To pay a foreign currency cheque into your account, we either have to **negotiate** or **collect** it.

What do we mean by 'negotiate'?

We assume the foreign currency cheque will clear and we pay the cheque amount into your account on the working day after we receive it.

What do we mean by 'collect'?

We'll send the foreign currency cheque to the paying bank and pay the cheque amount into your account when we receive payment from the paying bank. The time this takes depends on the paying bank and/or its country. You can ask for details.

We may use an agent to collect payment.

If you pay in a cheque which isn't in the currency of your account, we'll convert it into the currency of your account using the HSBC Exchange Rate. If we negotiate the cheque, this will be the rate on the day we process it. If we collect it, we'll use the rate on the day we receive the money from the foreign bank.

If the foreign bank returns the cheque or asks for the money to be returned, we'll take enough money from your account to cover the repayment of the foreign currency using the HSBC Exchange Rate applicable at the time of the deduction.

This is unlikely to be the same as the amount we paid into your account because exchange rates may have changed.

We'll do this even if it will put you into an unarranged overdraft, which means you might need to pay charges and overdraft interest.

11. When we can refuse to accept payments into your account

We can refuse to accept a payment into your account if we reasonably consider that doing so may:

- ◆ involve us or you breaking a law, regulation, court order, code or other duty, requirement or obligation that applies to you, us or another HSBC Group Company;
- ◆ involve, or be part of, us or you committing a criminal act of any kind;
- ◆ expose us or another HSBC Group Company to action by a government, regulator or law enforcement agency; or
- ◆ expose us or another HSBC Group Company to legal action from a third party.

We won't be liable to you for refusing a payment into your account in any of these circumstances.

12. Payments into your account by mistake or fraud

The steps we take will depend on how the payment was made, where it came from and how long it's been in your account:

- ◆ We'll take back any money we pay into your account by mistake or due to a HSBC systems error.
- ◆ We'll return it to the paying bank if the payment was made into a closed or suspended account.

- ◆ We can refuse to accept it or remove it without asking you if we suspect any payment into your account was made by fraud.
- ◆ If we're told that a payment from a financial institution located within the UK wasn't meant for you, we'll let you know and follow the relevant process below. If you tell us the payment wasn't a mistake, we're required to share all relevant transaction information with the paying bank if it asks us. This includes your name and address, so that the payer can contact you directly.

	How long has it been in your account?	What will we do?
For UK payments (other than CHAPS payments)	2 months or less	We'll limit access to the money for 15 working days and tell you we've done this. This give you time to show us it was meant for you before we return it to the paying bank
	More than 2 months	We'll contact you before limiting access to the money or returning it to the paying bank
For CHAPS, international & non-sterling payments	Any time	We won't take the payment out of your account and return it to the paying bank unless you agree

If you don't have enough money in your account or under an arranged overdraft when we return a payment for any reason, this will put your account into an unarranged overdraft.

Payments out of your account

13. How you can withdraw money from your account

Withdrawals can be made in the following ways:

Additional Conditions apply to some accounts and services which may limit the ways in which you can withdraw money from your account.

	Cash	Debit Card	Cheque	Electronic payment and credits
How	<p>You can withdraw cash from your sterling account:</p> <ul style="list-style-type: none"> ◆ at any of our branches or Post Office® branches, where available; or ◆ by using a cash machine. 	<p>You can use a debit card to pay for goods and services.</p>	<p>You can write a cheque for any amount, provided you have enough money in your account.</p> <p>We'll usually pay cheques even if you've used a date in the future.</p> <p>We don't have to pay cheques if someone pays them in more than 6 months after you've written them, but we might</p>	<p>You can make a payment transfer using a payment scheme such as Faster Payments, CHAPS and BACS. You can ask us to make regular payments by:</p> <ul style="list-style-type: none"> ◆ Standing orders – this authorises us to pay a recipient a fixed amount at regular intervals. ◆ Direct Debits – these are similar to standing orders but authorise us to pay organisations whenever they instruct us. The payment amount can be the same or different each time.
When will the money leave my account?	<p>We'll take the money from your account after we receive confirmed details from the relevant payment scheme, such as Visa or Mastercard. This may be a working or non-working day.</p>	<p>We'll take the money from your account after we receive confirmed details from the relevant payment scheme, such as Visa or Mastercard. This may be a working or non-working day.</p>	<p>Sterling cheques normally clear on the working day after the working day the recipient pays them into their account.</p>	<p>This depends on whether you instruct the payment before the cut off time for the relevant payment type. If you instruct the payment before the cut off time it'll leave your account immediately other than for BACS which will leave your account on the day the payment is due to be received by the recipient's bank.</p>

Making electronic payments

Bill payments can be made on non-working days. All other payments and decisions about payments are made on working days.

If you instruct us to make a payment on a future date, we'll make it on that date, unless it's a non-working day, in which case we'll make it on the next working day. This doesn't apply to bill payments which are made using Faster Payments which can be made on any day.

You can instruct us to make payments on a future date for:

- ◆ Bill payments;
- ◆ BACS; and
- ◆ International and SEPA payments in the same currency as your account.

You need to give us details of the account you wish to pay. This usually includes:

- ◆ the sort code and account number, or equivalent for payments outside the UK;
- ◆ where available, a number that's linked to these – such as a mobile phone number; or
- ◆ for SEPA Direct Debit collections where the Creditor or Debtor's account is based in the UK, the Debtor address is a mandatory field;

and any other details we ask for, such as the name of the account holder so we can check it matches the account you're paying. **It's up to you to check the details are correct before asking us to make a payment as we'll make it using only these details.**

We can't make payments in all currencies. Please ask us if you want to know what currencies we cover.

Making Card Payments

If you use your debit card for a transaction or cash withdrawal in a foreign currency and we provide the currency conversion service, the amount will be converted into sterling on the day Visa or Mastercard processes it using the Visa or Mastercard scheme exchange rate (available at **visaeurope.com** or **mastercard.com**).

Charges apply to transactions and cash withdrawals in foreign currencies. You can find our charges in the price list that applies to your account.

We may replace your card with a different type of card after reviewing your personal circumstances.



14. Authorising payments

We treat a payment as authorised when you follow the procedures required for the type of payment you are making. These include:
















Cash	Debit Card	Electronic and other payments
<ul style="list-style-type: none"> ◆ putting your debit card into an ATM, entering your PIN and confirming the amount you want to take out; ◆ filling in details you're asked for in a branch or at a Post Office® counter and signing the request or entering your PIN. We may also ask you for additional information to confirm your identity. 	<ul style="list-style-type: none"> ◆ presenting your card and entering your PIN ◆ presenting your card and signing; ◆ holding your card near a contactless payment reader; ◆ holding a payment device near a contactless payment reader and providing your security details including fingerprint or facial recognition; ◆ using an e-wallet security process including fingerprint, face or voice recognition to release card details; ◆ providing your card details to someone online, by telephone or in writing to make a payment or to authorise future payments in a way requested by them. 	<ul style="list-style-type: none"> ◆ filling in details you're asked for in a branch or at a Post Office® counter and signing the request or entering your PIN. We may also ask you for additional information to confirm your identity; ◆ if using Business Internet Banking or the Business Banking app, providing the security information we request and details of the payment you want to make. We'll ask you to confirm this information and we'll treat this as your consent to make the payment; ◆ completing a Direct Debit form; ◆ following the payment instructions of an authorised TPP you've asked to submit a payment instruction for you; ◆ writing a cheque if you have a chequebook.

There may be limits on the number or value of payments you can make including daily limits on the amount of cash you can withdraw - We'll tell you what these are when we send you your debit card or when you request to make a payment or withdrawal. You can ask us to reconsider your daily limits. If there are withdrawal limits on your particular type of account, these will be set out in the Additional Conditions.

15. The different types of payments that may be available and when they will reach the recipient's bank

The table below shows the cut-off times for giving us payment instructions for UK payments and how long payments take to reach the recipient's bank after we've received your instruction.

We'll action payment instructions given before these cut-off times on the same working day and payment instructions given afterwards on the next working day.










Payment type	Cut-off time	It will reach the recipient's bank
 Internal transfer to accounts held with HSBC UK, first direct or M&S Bank either to your own account or someone else's	 11.45pm for Business Internet Banking, Business Banking app, Express Bank Machine or cash machine 10.00pm for Business Telephone Banking For payments made in branch, cut off time will be displayed in the relevant branch	 Immediately
 To accounts at other banks – Bill Payments by Faster Payment	 11.45pm for Business Internet Banking, Business Banking app, Express Bank Machine or cash machine 10.00pm for Business Telephone Banking For payments made in branch, cut off time will be displayed in the relevant branch	 Usually within 2 hours
 To accounts at other banks by CHAPS	 5.10pm for Business Internet Banking 4.45pm for Business Telephone Banking and in branch	 Same working day
 To accounts at other banks by BACS Direct Debit and Direct Credit	 6.45pm for Business Internet Banking two working days before the payment is due to be made	 On the day requested for receipt
 Standing orders	 11.45pm for Business Internet Banking three working days before the first payment is due to be made 10.00pm for Business Telephone Banking three working days before the first payment is due to be made	 On the day requested for receipt

International payments in sterling and payments in other currencies

You can give us instructions to make international payments at any time via Business Internet Banking.

The table below shows the cut-off times which will be applied and how long payments take to reach the recipient's bank after we've received your instruction.

We'll action payment instructions given before these cut-off times on the same working day and payment instructions given afterwards on the next working day.

Payment type	Cut-off time	It will reach the recipient's bank
 To accounts in the EEA in Euro and Sterling	 3.30pm for Business Internet Banking and Business Telephone Banking 2.00pm for in branch	 Next working day
 SEPA credit transfer	 1.30pm for Business Internet Banking	 Same working day
 All other international payments	 6.00pm for US Dollars For other foreign currencies, please contact us. We can't make payments in some currencies.	 Usually up to four working days but it may take longer depending on the country the money is being sent to

If you want to make a payment in branch, please take note of the branch closure times.

The cut-off time for instructions received by post is 12.00pm on the working day you want them to be processed. The processing times above then apply.

HSBCnet cut-off times aren't included in this table. For information about HSBCnet cut-off times, please refer to the specific information you've been given for HSBCnet. You can also contact the HSBCnet Helpdesk for any queries.

Sending an electronic payment in another currency

We can make payments in most currencies.

If you want to send a payment in a different currency to the currency of your account, you can ask us to convert the amount into that currency before we make the payment. We'll tell you the HSBC Exchange Rate that we'll use. If you're making the payment using Business Internet Banking we'll also tell you the estimated total amount your account will be debited and the estimated amount we're paying in the other currency.

Once we've agreed a rate with you we won't change the rate if the payment goes ahead immediately. If the payment isn't made immediately, or we don't agree a rate with you and you tell us to go ahead with the payment anyway, we'll apply the HSBC Exchange Rate that applies at the time we make the payment.

If the payment is returned to us or we can't make it for any reason, we'll reverse it using the HSBC Exchange Rate at that time. If the rate has changed, the amount we pay back when we reverse the payment will be different to the amount we originally took from your account.

If we can't convert the money before we send it, or you don't want us to, it may be converted by the bank of the person you are paying unless:

- ◆ you're a Larger Corporate Business Customer; or
- ◆ the payment isn't processed entirely within the UK.

In these cases, any intermediary we route the payment through may carry out the currency conversion. If it does, it'll convert the payment at the current market rate it uses at that time.

If you ask us, we'll tell you the exchange rate used.

Charges for payments you make in another currency including where the payment is overseas:

If you're sending money in another currency:






- ◆ if the payment is within the UK in Euros via a payment system which operates across Europe – commonly referred to as SEPA, you'll only pay our charges. You can't pay charges for the recipient. We'll deduct these charges from your account.
- ◆ for any other currency payments not referred to in the point above, any intermediary we route it through and the recipient's bank may deduct their charges from your payment. Instead of deducting our charges from the payment, you can ask us to deduct them from your account.

If we need to use an agent, correspondent or intermediary bank to make a payment overseas, you may have to pay their charges too (except for currency conversions carried out by intermediaries). The intermediary we use for international payments may be a member of the HSBC Group.

16. Cancelling payments

You can't cancel or change a payment you've asked us to make immediately, including card payments.

To cancel or change a payment you must tell us before the times in the table below on the working day before we're due to action the payment. Provided you notify us before we process it you may be able to cancel a future dated payment. Here's how:

Payment type	How to contact us to cancel a payment	Deadline the working day before we action the payment
 Internal transfer to accounts held with HSBC UK, first direct or M&S Bank either your own account or someone else's	Business Internet Banking	11.59pm
	Business Telephone Banking	10.00pm
	In branch	End of the working day
 To accounts at other banks – Bill Payments by Faster Payment	Business Internet Banking	11.59pm
	Business Telephone Banking	10.00pm
	In branch	End of the working day
 To accounts at other banks by BACS	Business Internet Banking	11.59pm 4 working days before the payment is due
 Standing orders and Direct Debits	Business Internet Banking	11.59pm 3 working days before the payment is due
	Business Telephone Banking	10.00pm 3 working days before the payment is due
 Regular card payments SEPA credit transfers SEPA core Direct Debits International Payments (where no foreign exchange involved)	Business Telephone Banking	4.00pm
	Business Internet Banking	3.00pm
	Business Telephone Banking	4.00pm
	Business Internet Banking	11.59pm

Useful information for you

If you cancel a Direct Debit or regular card payment you should also tell the organisation that collects the payment so they can cancel it too.

Details for cancelling or changing payments made using HSBCnet profiles aren't included above. For further information please refer to the specific information you've been given for HSBCnet or contact the HSBCnet Helpdesk.

If payments you've cancelled are still collected, we'll treat the payment as unauthorised and give you an immediate refund. This might happen if a retailer collects a payment you've cancelled.

We'll cancel a Direct Debit or standing order you've set up where it hasn't been used for 13 months.

You can stop a cheque by contacting us before we process it. You'll need the name of the recipient, the amount, the date you signed it and the cheque number.

17. If you want to use a third party service to access or make payments from your account

This agreement will still apply to you if you use a Third Party Provider.

! What's a Third Party Provider?

Third party providers or 'TPPs' are service providers whose authorisation is recognised in the UK to provide these services and have your permission to do so. You must check whether the provider is authorised from the information they give to you about the services they will provide.

You may want to use the services of a third party provider:

- ◆ to access information about your account. This might include information about who you make payments to and receive payments from to allow you to see your accounts in one place. These are **account information services**.
- ◆ to make payments for you from your accounts. These are **payment initiation services**.

You can give your security details to a TPP if they need them in order to provide their services. We'll treat any request from a TPP to see information about your accounts and to make payments as permitted by you if they use the correct security information.

You mustn't share your security details with a third party that isn't a TPP. If you do, we won't be responsible for any losses you suffer as a result of misuse or disclosure of information about your account by that third party.

We may refuse to allow a TPP to access your account if we're concerned that they're unauthorised or acting fraudulently. We'll usually let you know about this as soon as we can, unless it would be unlawful or we can't for security reasons. We'll allow access again once the reason for refusing access no longer exists.

An account information service will have access to your account information which will include details about who you make payments to and receive payments from. This might include sensitive personal information. We'll also assume you consent to access being granted as frequently as the TPP requests it.

If you think a payment made through a TPP was unauthorised or incorrect you must contact us as soon as you can. If you ask a TPP to request a payment and they don't do so, we won't be responsible for your payment not being made.

18. When we might not be able to make a payment

We won't be able to make a payment if:

- ◆ you don't have enough money in your account which includes any arranged overdraft or if we don't agree to give you an unarranged overdraft;
- ◆ you haven't given us the account details or other information we require such as a reference where you are paying a utility company or we know they're incorrect;
- ◆ you've asked us to send the payment in a particular way and the recipient's bank doesn't accept that method;
- ◆ you haven't provided any extra identification or information about the payment that we've reasonably asked for;
- ◆ the payment exceeds a limit that we tell you or that you've set when you make the payment;
- ◆ in the case of a cheque, it doesn't meet our security standards that we tell you about from time to time.

or if we reasonably believe:

- ◆ there's been a breach of security or misuse of your account, security details or a payment device;
- ◆ there's been fraudulent or criminal activity of any kind whether or not linked to your account or your relationship with us and it's reasonable for us not to make the payment as a result;
- ◆ we reasonably consider that doing so may:
 - involve us or you breaking a law, regulation, court order, code or other duty, requirement or obligation that applies to you, us or another HSBC Group Company;
 - expose us or another HSBC Group Company to action by a government, regulator or law enforcement agency; or

- expose us or another HSBC Group Company to legal action from a third party; or
- ◆ someone else may have a claim over the money.

If you haven't got enough money to make all requested payments

Except for BACS payments which have a different clearing cycle, if we're asked to make payments on a particular day we'll check you have enough money in your account to make them at the start of that day. This won't include automatic transfers into the account.



Unless it's a weekend or a public holiday, we'll check again at 1.30pm for cheque payments and 3.30pm for all other payments.

If we're able to make some but not all of the payments, we'll pay cheques first, and then Direct Debits, and standing orders and, if there's more than one, we'll start with the smallest payment. Even if you don't have enough money or an arranged overdraft, we might make the payment by allowing an unarranged overdraft. Any payments that we can't make will be returned unpaid.



Useful information for you

In most cases you'll know we've refused to make a payment at the time you give us your instructions. For other types of payment such as standing orders we'll try and tell you as soon as possible.

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 regulation or for fraud prevention or security reasons.

19. If something goes wrong with a payment

This section doesn't apply to cheques. If you don't recognise a cheque payment from your account, contact us as soon as possible and we'll look into it.

If you've given us incorrect instructions

If you give us incorrect instructions, for example the wrong account number or sort code, we won't be responsible for any loss or delay you suffer.

You should contact us as soon as possible. We'll try to help you get the money back but may not always be successful. We may charge you for our reasonable costs in trying to do so. We'll tell you at the time how much this will be.

If the payment was within the UK and we can't get the money back, you can ask us in writing to give you all the information we have about the transaction. This is to help you reclaim the money.

If someone takes an unauthorised payment from your account

You should check your account regularly. If there are any payments that you don't recognise, you need to tell us as soon as possible.

If someone takes a payment from your account that you didn't authorise, we'll normally refund you so long as you tell us within 13 months of the payment. This includes where someone takes amounts from your card before you receive it.

However, we won't refund you if:

- ◆ we reasonably suspect you've acted fraudulently
- ◆ if you're a Larger Corporate Business Customer and you failed to keep your payment device or security details safe or to take reasonable steps to prevent misuse or they were lost or stolen and the payment was taken before you told us.
- ◆ you're a Small Business Customer or a Small Charity Customer and you've intentionally or with gross negligence failed to keep your payment device or security details safe. However, there are a few exceptions to this:
 - we'll refund you if we didn't apply strong customer authentication to a payment when we should have. Strong customer authentication is verification of your identity using two factors based on possession, knowledge or something that is unique to you, like a fingerprint
 - we'll refund amounts taken after you've told us that your payment device or security details have been lost, stolen or compromised
 - we'll refund you if we haven't provided you with a way to tell us that your payment device or security details have been lost or stolen

If you're a sole trader, unincorporated entity or certain types of partnership and the payment is made from your overdraft, your right to a refund might be slightly different. When considering whether to refund the amount of the unauthorised payment taken from your overdraft, we won't consider if you've failed to keep your payment device or security details safe. The 13 month timeframe also won't apply. However, we won't refund you if the money has been taken by someone who you gave your payment device or security details to.

If we agree to refund you, we'll do this before the end of the working day after you tell us, or sooner if we can. We'll refund:

- ◆ the amount of the unauthorised payment; and
- ◆ we'll restore your account to the state it would have been in had the unauthorised payment not happened, for example, by refunding any interest we've charged or paying any interest that we'd have paid.

If we fail to make a payment, make a defective payment or the payment is late

If this happens, you need to tell us as soon as possible and within 13 months of the payment date.

If you're a Small Business Customer or a Small Charity Customer, we'll be liable to you for any charges and interest you must pay, as a consequence of us not making the payment, defectively making it or making it late. If we send a payment to the wrong account, we'll also refund the amount of the payment and restore your account to the state it would have been in had the transaction not happened at all. If we sent the payment to the correct account, but paid too much, we'll pay you back the difference and restore your account to the state it would have been in had that extra amount not been sent. If we need to refund you, we'll do so before the end of the working day after you tell us, and sooner if we can.

However, we won't refund you if:

- ◆ we can prove that the bank you asked us to send your payment to received it and the recipient's details on time. In this case the recipient's bank is responsible for ensuring the payment is credited to the recipient's account on time;
- ◆ you don't tell us within 13 months of the payment being taken from your account;
- ◆ the error is due to abnormal or unforeseeable circumstances beyond our control; or
- ◆ the error is due to us having to comply with other UK law.

If you're a Small Business or Small Charity customer and you ask us to make:

- ◆ a payment in the UK; or
- ◆ a Euro payment to a recipient with a bank account in the EEA which is made via a recognised payment system which operates across Europe and the UK – commonly referred to as SEPA,

and it's late arriving, please tell us. We'll contact the other bank and ask them to treat the payment as if it had arrived on time.

If you're a Larger Corporate Business Customer, in section 1 "How these terms apply to different types of customer" you agreed that regulations 91, 92 and 94 in Part 7 of the Payment Services Regulations 2017 don't apply to your agreement with us. These are the provisions that require us to provide refunds to Small Business Customers and Small Charity Customers as set out above. However, we will do what we can to trace the incorrect payment and to tell you what happened

The terms of the Direct Debit guarantee or SEPA Direct Debit scheme will apply to refunds for any mistakes with direct debits.

This section does not impact the situation for unauthorised payments as set out above under the heading "If someone takes an unauthorised payment from your account".

If we credit your account late

If you're a Small Business Customer or a Small Charity Customer and we get a payment for you from another bank that we don't credit when it should have been, we'll immediately credit your account with the right amount and make the money available to you. We'll also refund any charges you've paid and refund or pay any interest we owe you as a result of the amount being credited to you later than it should be. You'll then be in the same position as if you'd received the payment when you should have done.

What happens if you pay for something with your card, but are charged more than you expected?

Sometimes you can agree that someone can take money from your account without knowing how much the payment is going to be. For example, a hotel bill.

If this happens, we'll refund you if all of the following apply:

- ◆ you're a Small Business Customer or a Small Charity Customer;
- ◆ the payment was made in the UK, or a Euro payment was processed by a payment provider in the EEA using a payment system operating across Europe and the UK – commonly referred to as SEPA;
- ◆ you didn't agree the actual payment amount;
- ◆ the amount charged to your account was higher than you reasonably expected, taking into account previous spending patterns and the particular facts of the case; and
- ◆ you make the refund request within eight weeks of the date when the payment was charged to your account.

We'll investigate your claim and may ask for information which we reasonably need.

Within 10 working days of your request or receiving information we've asked for, we'll either refund the payment or tell you why we'll not make a refund.

You're not entitled to a refund if you gave consent for the payment directly to us and, at least four weeks before the payment was made, you were given information about the transaction by, or it was available from, us or the retailer.

What to do if you're a Small Business Customer or Small Charity Customer and you've been tricked into transferring money to a fraudster

You must tell us as soon as you can.

By "tricked into transferring money to a fraudster" we mean:

- ◆ you intended to transfer money to someone's account in the UK, but were tricked into transferring it to someone else; or
- ◆ you transferred money to a UK account for what you thought was a genuine purpose, but which was fraudulent.

Applying industry standards, we'll look into this and let you know whether or not you're entitled to a full or partial refund. This will usually be no later than 15 working days after the day you told us, but may take longer in exceptional circumstances. If you're entitled to a refund, we'll then give you this without delay.

You won't get a refund if, taking into account the circumstances when the payment was made, we find you should have known that you were transferring money to a fraudster.

What happens if we refund you and then realise you weren't entitled to it?

If we give a refund but later find you weren't entitled to it, we'll reverse it so you're in the position you would've been in if we hadn't refunded you.

If this makes your account overdrawn, we'll treat it as a request for a new or larger overdraft and you may need to pay charges and overdraft interest.

When things go wrong

20. Responsibility for other things that go wrong

We won't be liable for losses you may suffer if we can't perform our obligations under this agreement due to:

- ◆ any legal or regulatory requirements;
- ◆ abnormal circumstances that we couldn't reasonably have foreseen which are outside our or our agents' and/or subcontractors' control and which couldn't have been avoided despite all efforts to the contrary; or

- ◆ we reasonably believe that doing so would:
 - involve us or you breaking a law, regulation, court order, code or other duty, requirement or obligation that applies to you or us or another HSBC Group Company;
 - involve, or be part of, us or you committing a criminal act of any kind;
 - expose us or another HSBC Group Company to action by a government, regulator or law enforcement agency; or
 - expose us or another HSBC Group Company to legal action from a third party.

In any other circumstance, we might be liable to you, but this will depend on the type of loss and the type of customer you are.

Are we liable for the loss?

	Direct loss of profit	Other direct losses such as costs	Indirect or consequential loss* even if it was foreseeable
Small Business Customers and Small Charity Customers	✓	✓	✗
Large Corporate Business Customers	✗	✓	✗

*(including lost business, data, profits or losses resulting from third party claims)

Information we'll give you

21. Statements and other information we'll give you

Information about payments into or out of your account, our charges and the interest we pay or charge will be available through Business Internet Banking, HSBCnet or we'll send you a separate confirmation. This information will also be available if you ask for it using Business Telephone Banking, cash machines or in our branches.

Small Business Customers and Small Charity Customers

We may ask you to choose between receiving monthly statements or having the information made available as explained above. We'll only send or provide a statement if there's been a payment out of your account since the last statement we gave you.

If you choose not to receive monthly statements, we may still send you statements at a different frequency – we'll explain this if we offer you the choice. If you don't tell us what you want, or if you have an overdraft on your account, we'll provide you with a monthly statement.

We'll send statements by post or, if you've registered for Business Internet Banking or HSBCnet, we'll provide them online, unless you've asked us for paper statements. We'll also send statements by post if they aren't available online.

Where statements are available online, we won't change them and you'll be able to download and print them.

Large Corporate Business Customers

We'll agree with you how often we'll provide statements. You can ask us for a copy of your statements at any time.



If there are unusual transactions

You must let us know as soon as possible if you think there are any unusual or incorrect transactions on your accounts.

For most transactions, if you don't do so within 13 months of the date of the transaction, you won't have a right to a refund. However, if you're a Small Business Customer or a Small Charity Customer and you've been tricked into sending money to a fraudster, there's no time limit for reporting this to us.

You may also have access to the Business Text Message Banking service

- If you're registered for the Business Text Message Banking Service, you can receive one free weekly or monthly mini statement and alerts when your balance falls below an amount you specify on one account. If you need more text message alerts there's a monthly charge. See the Business Price List for further details. You can change your chosen options at any time. If you do so by 10pm, we'll make the changes the next working day.

If you register to receive a text message that comes with service fees, you have to pay for it even if we haven't sent it out yet that month.

Borrowing money on your account

22. About overdrafts

We may agree to give you an overdraft on your account if we think you can afford it and it's available on your type of account.

Where we offer you an arranged overdraft, we'll provide you with a separate agreement setting out the terms of the overdraft and any interest or charges that will apply to you.

Overdrafts are only meant for short term borrowing. All overdrafts are repayable 'on demand'. This means that we can ask you to pay the money back immediately although usually we'll give you advance notice for any arranged overdraft.

! Types of overdraft

Arranged overdraft

We agree with you in advance to provide an overdraft before you make any transactions that take your account overdrawn or over your previously arranged overdraft limit.

Unarranged overdraft

You've made a payment or we've taken an amount from your account and you don't have enough available funds in the account. By asking us to make the payment or carry out the service, this will be your way of asking us to give you an overdraft to cover this amount.

If we permit an unarranged overdraft, it will stay in place until we agree an arranged overdraft or you pay enough into your account to bring it back into credit or within your arranged overdraft limit.

Interest rates and charges are set out in the price list that applies to your account.

Business Savings Accounts and International Business Savings Accounts are not designed to provide overdrafts.

However, operational reasons may mean we're unable to prevent a charge or transaction which would cause you to go overdrawn. We'll treat this as an unarranged overdraft and you'll have to repay the overdrawn amount immediately on demand.

Making Changes to this Agreement

23. Changes that we can make

This agreement doesn't have a fixed end date. As it may last for a long time, we're likely to need to make changes to it as we develop our services, our business changes and things happen which are outside of our control. We'll only make changes for these reasons if it's reasonable for us to pass the impact of the change on to you. We'll never change any terms that we've said are fixed, such as fixed interest rates on some accounts, before the fixed period ends.

We've set out below how we'll tell you about changes.

Change	Notice Before Change		Notice After change
	At least two months	At least 30 days	
			We'll either give notice online, in newspapers or in branch within three working days or by personal notice within 30 days
Variable interest rates other than reference interest rates and our currency base rates			
Small Business and Small Charity Customers			
♦ Increasing interest rates we pay you or reducing interest rates you pay us			✓
♦ Reducing interest rates we pay you	✓		
♦ Changing overdraft interest rates		✓	
Larger Corporate Business Customers			
♦ Changing interest rates			✓

Change	Notice Before Change		Notice After change
	At least two months	At least 30 days	
			We'll either give notice online, in newspapers or in branch within three working days or by personal notice within 30 days
All other changes including to charges			
Changing charges for standard account and additional payment services			
◆ Small Business and Small Charity Customers	✓		
◆ Larger Corporate Business Customers		✓	
Increasing charges for non-standard account services		✓	
Reducing charges for other account services			✓
Changing charges for non-standard business services			✓
Changing unarranged overdraft charges and increasing the margin above or below a reference rate on the interest charged on an unarranged overdraft		✓	
Changing any other terms			
◆ Small Business and Small Charity Customers	✓		
◆ Larger Corporate Business Customers		✓	

The timeframes opposite don't apply to reference interest rates and our currency base rates. These are explained below.

Different notice periods may apply to some of our accounts and services and these will be set out in the Additional Conditions.

What happens if you don't want to accept the change?

If we give advance notice of a change to this agreement and you don't tell us you want to close your account before that change takes place, or within the next 60 days if longer, then we'll assume you've accepted it and it will apply automatically at the end of the notice period. If you tell us you don't want to accept the change, you can close your account without charge.

Changes we can make without telling you in advance

There are some changes we won't tell you about in advance.

Interest and exchange rates	When we apply changes
Reference interest rates	
Some accounts have interest rates that are based on 'reference rates' which we don't control, such as the Bank of England base rate	The new rate will apply within one working day of any change to the reference rate and will be shown on your statement.
Exchange rates	
HSBC Exchange Rate	We can change this immediately and without giving advance notice.
Currency base rates Larger Corporate Business Customers only	
These rates aren't available to Small Business Customers or Small Charity Customers	
Our currency base rates are variable interest rates which we set. Contact us to find out the current rate.	Our currency base rates can change daily. The applicable rate will be shown on your statement.

Account closures and service changes

24. What happens if you don't use your account

If you haven't used your current account for 12 months, we may restrict payments in or out of it to protect against fraud, but we'll let you know first. If you're not using a savings account but you're using other accounts with us, we won't suspend the savings account unless you haven't used it for two years, but we'll also let you know first where we can.

If you have a dormant business account and we haven't been able to repay the money in it to you, we may transfer the money to our unclaimed balances account. We'll only do this if your account has been dormant for at least 12 months. We'll tell you at least 30 days before we transfer the money.

We also take part in the Unclaimed Assets Scheme. If there's been no activity from you on your account for at least 15 years, we may transfer any money in it to the unclaimed assets scheme at Reclaim Fund Limited. This includes accounts that we've closed but haven't been able to repay your money to you. This scheme doesn't apply to international business accounts, foreign currency accounts, currency client accounts or business money market accounts.

If we transfer the money in this way, it doesn't affect any protection you have under the Financial Services Compensation Scheme.

If we transfer your money in either of these situations, you'll still have the right to your money.

You should ask us for information about how to get your money back.

25. How you can close your account or end this agreement

You can close your account or end this agreement at any time by completing a bank account closure form available from our website or in branches. If you're switching to a new bank they can tell us to close it for you.

We'll close your account if the closure instruction from you or your new bank has been signed by the authorised signatories on your mandate.

We won't close your account until you've paid everything you owe us.

Any Additional Conditions applicable to your account will set out any other consequences, such as losing interest on a fixed term product if you close it early.

26. How we can withdraw services, end this agreement and close your accounts

We may close your account: Immediately and without notice

We can do this if you:

- ◆ have seriously or persistently broken this agreement;
- ◆ you or a third party have taken any steps to wind up your business, put it into administration, appoint a receiver in respect of your business or its assets, propose or enter into a restructuring plan, or commence a moratorium or any other insolvency process;
- ◆ enter into a voluntary arrangement with your creditors;
- ◆ have acted abusively, offensively or violently towards our staff;
- ◆ weren't entitled to open your account or use the service, or are no longer entitled to have the account or service;
- ◆ haven't given us adequate information that we've requested; or
- ◆ provided us with any false information;

or if we reasonably believe:

- ◆ there's been a breach of security or misuse of your account, security details or a payment device;
- ◆ you have or are using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally or fraudulently;
- ◆ you're using the account for a purpose not covered by this agreement;
- ◆ you're involved in criminal activity, whether or not linked to your account or your relationship with us;
- ◆ there's been a breach of security or misuse of your account, security details or a payment device; or
- ◆ doing otherwise may:
 - involve us or you breaking a law, regulation, court order, code or other duty, requirement or obligation that applies to you or us or another HSBC Group Company;
 - involve, or be part of, us or you committing a criminal act of any kind;
 - expose us or another HSBC Group Company to action by a government, regulator or law enforcement agency; or
 - expose us or another HSBC Group Company to legal action from a third party.

By giving you notice

We may close an account or withdraw any service by giving you at least two months' notice. We may give you less than two months' notice if you opened an account online and we didn't receive specimen signatures from each of the authorised signatories on your mandate within 60 days of your account opening.

27. What happens when accounts are closed

When accounts are closed:

- ◆ You'll continue to be liable for any outstanding liabilities under this agreement which relate to the period before it was closed, such as charges incurred or card payments authorised.
- ◆ We'll take any card payments that have been authorised but not yet charged to the account and apply any charges and interest which haven't been applied. We'll then pay what's left to you or to your account with another provider in the currency of your account, although sometimes we may pay it in sterling regardless of the currency of the account. In these circumstances, funds will be converted to sterling at the HSBC Exchange Rate on the day of closure.
- ◆ You mustn't write any more cheques, make payments or use any payment devices. You'll need to pay us for any cheques we pay after your account is closed. Unless you're using the Current Account Switching Service, you're responsible for cancelling payments into and out of your account. You must destroy any unused cheques and your card.
- ◆ Any account benefits will end when the account is closed.
- ◆ The Additional Conditions for your account may set out other consequences.

28. Transferring accounts

If:

- ◆ you no longer meet the conditions for an account; or
- ◆ we're withdrawing a type of account,

we'll give you at least two months' notice that we're going to transfer you to another account or tariff provided by us and that we think is appropriate for you.

You'll be able to close your existing account without charge during the notice period if you don't want us to make the transfer.

Applicable law

29. What country's courts and laws apply to this agreement and our dealings with you before you opened your account

Law



If your account was opened in Scotland*

The laws of Scotland apply.



If your account was opened in the UK* (except Scotland)

The laws of England and Wales apply.

*If you opened your account online, it's where your business was based at the time

Courts

The courts of England and Wales or Scotland depending on the country where your account is held or the country where your business or organisation is based.

Overdrafts

The applicable law for any overdraft on your account and the jurisdiction of the relevant courts will be the law and jurisdiction that applies to the account.

Accessibility

To find out more about our accessible services please visit [hsbc.com/accessibility](https://www.hsbc.com/accessibility) or ask at any of our branches.

If you'd like this in another format such as large print, Braille or audio, please contact us. A textphone service is available for customers with hearing and/or speech impairments. If you use your own textphone you can call us on **03457 125 563 (+44 207 088 2077** from outside the UK).

business.hsbc.com/nbfi

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