

# GENERAL TERMS AND CONDITIONS

Effective from 14 September 2019

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# Introduction

This document contains the conditions applicable to our banking services. The conditions are in addition to your Account Terms.

If there is a difference between a condition in these Conditions and your Account Terms or any other terms and conditions relevant to or in respect of your use of our services, the condition in these Conditions is the one that shall apply. The meaning of the words and phrases used in this document are detailed in Section 1 of *CAF Bank General Terms and Conditions, Meaning of words and phrases*. In addition, the Financial Conduct Authority has published a set of standardised terms and definitions that all banks use in relation to the services it provides per payment account. A glossary of the terms and definitions is available to view at [www.cafonline.org/glossaryofterms](http://www.cafonline.org/glossaryofterms) which will apply to these terms unless a contrary intention is expressed. We set out the cost of these services in Fee Information Documents which are designed to make it easier for you to compare the cost of these services. A Fee Information Document can be found at [www.cafonline.org/charities/everyday-banking](http://www.cafonline.org/charities/everyday-banking).

In respect of your use of our Online Services, our Website Terms of Use and Privacy details contain conditions which will also apply to your use of our Online Services in addition to these Conditions. If there is a difference between a condition in these Conditions and a condition in our Website Terms of Use or Privacy details in respect of your use of our Online Services then the condition in these Conditions is the one that shall apply.

We take Data Protection and privacy very seriously. Our privacy notice, which you can find at [www.cafonline.org/privacy](http://www.cafonline.org/privacy), describes the way in which we collect, retain and use personal data. We aim to ensure that we only hold personal data for as long as it is needed and that it is held securely.

For your own benefit and protection, you should carefully read these Conditions. We recommend that you print and keep these Conditions in a safe place, as you may wish to refer to them in the future; although you can request all appropriate information, including these Conditions, the Account Terms and details about our services at any time from our Website, or by contacting us by telephone on 03000 123 456, Monday to Friday 9am - 5pm (excluding English bank holidays).

If there is anything that you do not fully understand, please ask for further information or seek professional advice or guidance.

## 1 Meaning of words or phrases

1.1 In this document references to:

**'Account'** are to any account that you hold with us;

**'Account Contact'** are to the person assigned by you to be the first point of contact between you and us. The Account Contact does not have to be a signatory on the Account;

**'Account Terms'** are to the terms and conditions (that are additional and separate to these Conditions) relating to your Account;

**'application documentation'** are to the application form and other documentation for the time being prescribed by the Bank for use in connection with the opening of an Account with us;

**'Arranged Overdraft'** are to the account provider (us) and the customer (you) agreeing in advance that the customer may borrow money when there is no money left in the account. the agreement determines a maximum amount that can be borrowed, and whether fees and interest will be charged to the customer. Further descriptions of the service are described in Condition 16.3;

**'authorisation', 'authorise' and 'authorising'** are the processes set out in these terms and conditions by which you authorise us to carry out transactions on your Account;

**'Bacs'** are to Bacs Payment Schemes Limited, the way in which funds are transferred electronically from an account at one financial institution to another;

**'Bacs Bureau'** are to the processing of Bacs Payments by us on your behalf and the provision of Bacs Sponsorship;

**'Bacs Bureau Service Fees'** are to the fees and charges set out on the *CAF Bank Fee Information Documents* from time to time;

**'Bacs Payments'** are to payments made or received by way of Direct Credit transactions or Direct Debit Transactions;

**'Bacs Scheme'** are to the payment scheme operated by Bacs for the making and receiving of Direct Debit payments;

**'Bacs Sponsorship'** are to your appointment of us as your sponsor for the making and receiving of Bacs Payments;

**'Bacs Transaction'** are to a Direct Credit transaction or a Direct Debit Transaction;

**'CAF'** are to our parent organisation, Charities Aid Foundation (registered charity number 268369), its successors and assigns;

**'CAF Bank UniqueCode'** are to the two-factor authentication features of the Online Service, including generating and receiving a unique code in order to access and use the Online Service;

'CAF Group' are to CAF and the companies in which it has a majority stake, or their subsidiaries;

'Card' are to the product described in Condition 13.1;

'Cardholder(s)' are as identified in Condition 13.2;

'CHAPS' are to the Clearing House Automated Payments System which enables same day payments to be made electronically;

'CHAPS Payment' are to the service described in Condition 4.29;

'Clearing bank' are to the members from time to time of the Cheque and Credit Clearing Company Limited or any successor organisation;

'Data Protection Legislation' are to any legislation and/or regulations, (including all subordinate legislation) in force from time to time in the United Kingdom relating to the protection of individuals with regard to the processing of personal data, the free movement of such data and the protection of privacy, and is applicable to the activities carried out in relation to your Account and these Conditions;

'deposits' are to receiving money from inside the UK or receiving money from outside the UK;

'Direct Credit Transaction' are to the collection by us of payments that you have been authorised to collect from individuals or other organisations, on the dates that you have been authorised to collect these, and the payment of this into your Account on each occasion that they are collected;

'Direct Debit' are to a method of payment that permits someone else (recipient/beneficiary) to instruct the account provider (us) to transfer money from the customer's account (your account) to that recipient. The account provider then transfers money to the recipient on a date or dates agreed by the customer and the recipient. The amount may vary;

'Direct Debit Transactions' are to each of the following:

- initial set up of a Direct Debit payment;
- collection of each Direct Debit payment on each occasion collected;
- attempted collection of each Direct Debit payment that is refused due;
- each cancelled Direct Debit payment;
- each amended Direct Debit payment; and
- each claim made under the Direct Debit Scheme Guarantee;

'Direct Debit Scheme Guarantee' are to the scheme of mutual guarantees entered into by the payee's bank or building society and the payer's bank or building society to reimburse Direct Debit payments that have been made in error;

'EEA' are to the European Economic Area, which consists of countries within the European Union together with Iceland, Liechtenstein and Norway;

'Faster Payments' are to the UK banking initiative in which we participate as an indirect participant to reduce payment times between different banks' and building societies' customer accounts for payments of less than the maximum amount set out on our *CAF Bank Fee Information Documents*. The timescales of payments made by way of our faster payment service is described in Condition 4.30;

'Fee Information Document' are to the document that sets out the cost of the services we offer;

'Financial Year' are to the period from (and including) 1 May in one calendar year to (and including) 30 April in the next calendar year;

'High Volume Cash Transactions' are to cash deposits greater than £8,500 in aggregate during a calendar month;

'High Volume Cheque Transactions' are to cheque deposits greater than 50 in aggregate during a calendar month;

'High Volume Deposit Transactions' are to either of High Volume Cash Transactions and High Volume Cheque Transactions;

'High Volume Transactions Charge' are to the charge applicable to an Account in respect of which there has been a High Volume Deposit Transaction during applicable period, such charge to be in the amount set out in the *CAF Bank Fee Information Documents*;

'HSBC' are to HSBC Bank plc, a company incorporated in England and Wales under number 14259. HSBC is authorised and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under number 114216;

'Image Clearing System' are to the cheque scanning technology which allows UK banks and building societies to clear cheques within two Working Days on a phased basis with effect from 30 October 2017. The clearing timescale for cash paid into your CAF Bank Account under this new system is described in Condition 4.8;

'Insolvency Event' are to any event where:

- you at any time cease or suspend payment of your debts or are deemed unable to pay your debts; or
- any step, application or proceeding is taken by or against you, for the dissolution, winding up or bankruptcy or the appointment of a receiver, administrative receiver, administrator or similar officer to you or over all or any part of your assets or undertaking; or
- you are a partnership, and such partnership is dissolved or joins or amalgamates with any other partnership; or
- you commence negotiations with any of your creditors with a view to the general readjustment or rescheduling of your indebtedness, make a proposal for a voluntary arrangement or enter into an arrangement for the benefit for any of your creditors; or
- you are an organisation or the Account is for business purposes and you suspend or cease or

threaten to suspend or cease all or a substantial part of your operation; or

- any event occurs which, under the applicable law of any jurisdiction, has an analogous or equivalent to any of the events mentioned above;

**'Mandate'** are to a written instruction asking us to accept the signatures of certain individuals in the manner and for the purposes specified in such instruction and signed by a person holding themselves out to be a person holding a role or office that it is reasonable for us to assume has the authority to provide us with an instruction of this type on your behalf (or whose signature matches or it is reasonable for us to believe is the same as that on a previous Mandate which allows such person to authorise a Mandate of the kind in question);

**'Online Faster Payments'** are to payments requested online to be made by way of electronic transfer to an account at a bank or building society in the UK where each payment on the request is not more than the maximum amount specified in the *CAF Bank Fee Information Documents* for such Faster Payments;

**'Online Service'** are to our service which allows you to access information and services relating to your Account, and make payments on the Account by logging on to our Website and includes any additional facility we add from time to time. Please refer to Condition 11 for more details;

**'One Time Passcode'** are to the feature described in Condition 13.15;

**'Payee'** are to the person or firm to whom you make a payment;

**'payments'** or **'transactions'** are to sending money within the UK and/or sending money outside the UK, making card payments in pounds and/or card payments in a foreign currency;

**'Primary User'** are to the Account Contact of your Account, who is also the main user who has access to your Account using the Online Service.

**'RBS'** are to The Royal Bank of Scotland plc, a company incorporated in Scotland under number 90312. RBS is authorised and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under number 121882;

**'Secondary User'** are to any additional user you have authorised to have access to your Account using the Online Service.

**'Security Details'** are to the details we give you or those that you choose to allow you to access information and services and make payments from your Account. They include:

- the User ID, password, unique word, Text Alerts and CAF Bank UniqueCode used for our Online Service;
- the telephone password and/or additional security information you provide to us on request when asking us to undertake transactions or provide information using our Telephone Banking Service;
- the signatures on any written instruction, including cheques, you provide to us;
- the use of a CAF Bank Business Card, Access Code, personal identification number (PIN), memorable

word, and One Time Passcode and

- any other security requirements we may notify to you from time to time.

We reserve the right to change the Security Details we ask for without prior notification;

**'Sending Money Outside the UK'** are to the service described in Conditions 4.35 to 4.43 (inclusive);

**'Single Immediate Payment'** are to payments requested in writing or using our Telephone Banking Service to be made by way of electronic transfer to an account at a bank or building society in the UK where each payment on the request is not more than the maximum amount specified in the *CAF Bank Fee Information Documents* for such Faster Payments and where you have expressly requested that the payment be made as a Single Immediate Payment. Single Immediate Payments are credited more quickly to the payee's account than other forms of Faster Payment;

**'SWIFT'** are to the Society for Worldwide Interbank Financial Telecommunication which operates a worldwide financial messaging network that exchanges messages between banks and other financial institutions;

**'Telephone Banking Service'** are to our service which allows you to access information and services relating to your Account, and make payments on the Account by telephone and includes any additional facility we add from time to time. Please refer to Condition 12 for more details;

**'Text Alerts'** are to the feature of our Online Service which sends an SMS message to a UK mobile number registered with us.

**'withdrawals'** are to making a cash withdrawal in pounds in the UK and/or making a cash withdrawal in foreign currency outside the UK.

**'we', 'us', 'our' or 'the Bank'** are references to CAF Bank Limited;

**'Website'** are to <https://secure.cafbank.org/>;

**'Working Day'** are to any day which is not a Saturday, Sunday or English public or bank holiday;

**'you', 'yourself' or 'your'** are references to the person or organisation in whose name an account with us is, or is to be, opened ('our Customer') or (as the case may require) the person(s) authorised by our Customer to give instructions and effect transactions in relation to an Account.

1.2 Words or phrases in italics are references to our other conditions, forms or other documents for customers, from time to time.

1.3 The headings used in these Conditions or in the Account Terms or any other terms and conditions applicable to the services that we provide to you are for ease of reference only and shall not affect the meaning of the Conditions, Account Terms or other terms and conditions to which they relate.

# General Terms and Conditions

## 2 These Conditions

- 2.1 These Terms and Conditions (the 'Conditions' or 'General Terms and Conditions') apply to all of the Bank's products and supersede all previous versions of the Bank's Terms and Conditions.
- 2.2 You will receive a copy of these Terms and Conditions when you apply to open an account and when we make changes to them (please see Condition 20). You can request additional copies of these Terms and Conditions at any time.
- 2.3 Our agreement with you for your Account consists of the *General Terms and Conditions*, the Account Terms, the application documentation, the *CAF Bank Fee Information Documents* and any additional service terms and conditions or Fee Information Documents which are relevant to your Account.
- 2.4 You acknowledge that in entering into this agreement with us you are not relying upon any undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever that was given to you prior to the date of the application documentation, which is not set out in these Terms and Conditions or in the application documentation.
- 2.5 Following receipt by us, all application documentation, Mandates, forms and any other documents provided by you relating to an Account or service will be scanned, unaltered, electronically stored and the original destroyed. The Bank will destroy all scanned copies of documents in accordance with our data retention policy in place from time to time. Historical scanned copies or original documents currently held by the Bank will also be electronically stored and the original destroyed.
- 2.6 We shall not be responsible to you for any loss you may incur if we are prevented from, or delayed in, providing you with any banking or other services due to abnormal and unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary.
- 2.7 The Bank will hold the money placed in any Account offered by the Bank - and any income earned from it - as principal, and will manage and deposit it on these Conditions, as amended from time to time in accordance with Condition 20.
- 2.8 All cut-off times quoted in these Conditions refer to London time.
- 2.9 All correspondence and communication between you and us and us and you will be in English.
- 2.10 Please note that we are unable to accept instructions to open accounts other than in writing, by post.
- 2.11 Instructions to effect financial transactions or changes to standing data can be provided in writing. Where reference is made in these Conditions, in the Account Terms or in any additional service terms and conditions which are relevant to your Account to communication being 'in writing', such reference is to communication by:
- post; or
  - where permitted in the Account Terms for the Account in question, by scanned written instruction under cover of an email sent to the email address specified in such Account Terms and to which you have received an express acknowledgment of receipt from us (not, for example, an automated reply of any kind); and in each case, unless otherwise specified in these Conditions, in the Account Terms or in any additional service terms and conditions which are relevant to your Account, such communication is subject to the following:
    - we will accept the signature(s) of anyone who has been authorised in writing or by another agreed durable medium by you to give instructions on your behalf;
    - emailed scanned instructions received by us, that it is reasonable for us to assume have been signed on your behalf in accordance with the Mandate in place in respect of your Account, will be treated by us, and followed and relied on by us, as if they had been original documents received by post; and
    - you are not required to provide written confirmation of your emailed scanned instructions to us. If you do so, you must mark your letter as "Confirmation of Emailed Instruction" otherwise we will think that this is a new instruction and process your request twice. If you do not provide such written confirmation, however, this will not affect our right to rely on the emailed scanned instructions.
- Instructions to make payments to your other CAF Bank Accounts or to your nominated accounts can also be provided using our Telephone Banking Service.
- 2.12 We may contact you to advise that there may have been suspicious activity on your Account or using a particular service that we provide (for example, the Online Service) or leave a message asking that you contact us as soon as possible. If we leave a message asking you to contact us, you must do so as soon as possible to help us prevent the risk of fraud on your Account.
- 2.13 We reserve the right to delay, decline or reverse any instruction given to us by you or on your behalf if:
- it involves a transaction which exceeds a particular value or other limit or restriction which applies to your Account or to a particular service;

- we reasonably suspect that you or someone else is using your Account illegally or fraudulently;
- we reasonably believe that you are not adhering to these Conditions or the Account Terms;
- the relationship between us has irretrievably broken down;
- there is a dispute on your Account or the money held in your Account;
- action is taken by a third party which prevents us from executing the transaction;
- we reasonably believe that by carrying out the transaction we might breach a legal or other duty that applies to us; or
- the transaction has not been properly authorised.

Whenever such an occasion arises, we will make reasonable attempts to notify you, either by telephone or in writing, by the end of the next Working Day unless to do so would compromise our security measures or be unlawful. We will unblock any blocked transaction as soon as practicable once the reasons for the block cease to apply.

- 2.14 If you have any questions or wish to contact us at any point in relation to either your Account or these Conditions, please telephone us on **03000 123 456**, email us at **cafbank@cafonline.org** or write to us at **CAF Bank Ltd, 25 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JQ**.
- 2.15 We record our calls as a record of the transactions and matters discussed on the call and for security and training purposes. The recorded call file is held by us as customer information and covered by the provisions of Condition 14.
- 2.16 From time to time we may ask you to provide us with information to help us meet anti-money laundering, financial crime, sanctions and other legal and regulatory requirements. You must promptly provide any information requested. If you fail to provide this information when asked to, this may result in us delaying or refusing to process your payments, blocking all access to your Account or closing your Account. We will not be responsible for any losses which may result.
- 2.17 In performing our obligations under these Conditions, you and we shall and shall procure that each member of their group and their sub-contractors (if any) comply at all times with applicable laws, statutes, regulations and codes from time to time including but not limited to the Criminal Finances Act 2017, the Modern Slavery Act 2015 and CAF's anti-slavery policy from time to time and the Bribery Act 2010 and each parties' own anti-bribery policy which each party agrees to maintain.

### 3 Opening an account

- 3.1 To open an account with us you must:
- complete and send us the application documentation; and
  - send us by cheque or electronic payment your initial deposit, which must be for a minimum of £1,000 per account to be opened.

Your cheque or electronic payment must be made payable to your full legal name, or official title or registered working name.

- 3.2 We reserve the right to reject any account-opening application without disclosing the reason(s) for rejection.
- 3.3 Your Account will be opened when:
- we are satisfied that our identification and verification requirements have been met by:
    - you;
    - the persons who are to be Account signatories;
    - the person who will be your Account Contact for the purposes of our dealings with you in relation to the Account;
    - any other individual associated with the Account as specified within the application form;
    - we have completed any other checks we need to undertake to comply with applicable law, regulation and good banking practice; and
    - the funds comprising your initial deposit are available to us for crediting to your Account.
- 3.4 Your Account will be opened in a name that is wholly consistent with the information that you have provided to us as part of our account-opening administration process, unless you are a registered charity, in which case your Account will be opened in the official or working name registered with the Charity Commission, the Office of the Scottish Charity Regulator, the Charity Commission for Northern Ireland.
- 3.5 You may designate your Account with a discrete identification number or descriptor, eg 'The XYZ Charity – Number 1 Account' or 'The XYZ Charity – New Roof Account'. Designation of accounts in this way is a facility offered for your convenience, to enable you to more easily identify funds you have decided to earmark for specific purposes and does not imply or impose any obligation on us to check or ensure that the monies within the Account are actually held or used for the purposes stated as part of any such designation.

Please bear in mind that all payments into and out of any Accounts designated in this way must be made in the name in which the Account has been opened by us including any such identification number or descriptor.

- 3.6 Where you are an organisation applying to open an account for the first time or where you are applying for a new account but there is no account-opening Mandate in place, we will accept the signature(s) of anyone who holds themselves out to be a person holding a role or office that it is reasonable for us to assume has the authority to enter into an agreement or arrangement of this type on your behalf.

### 4 Deposits and withdrawals or payments

#### General

- 4.1 Once an Account is open there is a requirement to keep the Account in credit. No Account may become

overdrawn without our prior express agreement in writing unless otherwise stated in your applicable Account Terms. If the balance on your Account falls below zero for any reason, we reserve the right to charge you daily interest at the rate set by us as detailed in the *CAF Bank Fee Information Documents* until you return your balance into credit. You must also without delay pay us the total amount your balance is overdrawn by. Any debit interest accrued may be off-set against the next interest payment credited to your Account.

- 4.2 Once the Account is open you may deposit or withdraw sums of any size subject to available cleared funds and to the provisions of Conditions 2.13, 4.3 or 6.
- 4.3 Please make sure you have available cleared funds to fulfill the withdrawal at the time you make the withdrawal request and until such time as the withdrawal is acted upon by us.

#### Deposits (payments to your Account)

- 4.4 The Bank is an agency bank and not a Clearing bank. Subject to Condition 2.13, we will credit payments which are paid into your Account on the day the funds are received by us.
- 4.5 Please note that under no circumstances should cash or sterling cheques be posted directly to CAF Bank. Any such monies will not be attributed to your Account and it may take us some time to correctly identify their source and return them or we may be unable to identify their source at all; and we will not be responsible for any loss suffered as a result.
- 4.6 Sterling deposits in cash or by cheque can be made at any RBS branch, in Scotland, or any HSBC branch anywhere in the UK, in each case using the relevant paying-in book that we have provided to you. If you do not have a local HSBC or RBS (Scotland only) branch or do not know where your nearest local HSBC or RBS (Scotland only) branch might be, we can advise you. Charges may be imposed by the relevant bank if a bank other than HSBC or RBS is used. Cheque deposits only can also be made at the UK Post Office outlets using envelopes provided by the Bank.
- 4.7 When you pay cash into your Account over the counter at any RBS branch, in Scotland, or any HSBC branch, anywhere in the UK, which are not operating under the Image Clearing System, in each case using the relevant paying-in book that we have provided to you, funds will be available for withdrawal from your Account on the third Working Day following the date of deposit provided that your deposit was made before the cut-off time displayed within the HSBC branch or before the 3.30pm cut-off time for RBS branches. If your deposit is made after the relevant cut-off time, funds will be available for withdrawal on the fourth Working Day following the date of deposit. Please note that deposits will not be accepted, and must not be made, at any bank or branch outside of the UK.
- 4.8 When you pay cash into your Account over the counter at any RBS branch, in Scotland, or any HSBC branch,

anywhere in the UK, which are operating under the Image Clearing System, in each case using the relevant paying-in book that we have provided to you, funds will be available for withdrawal from your Account on the next Working Day following the date of deposit provided that your deposit was made before the cut-off time displayed within the HSBC branch or before the 3.30pm cut-off time for RBS branches. If your deposit is made after the relevant cut-off time, funds will be available for withdrawal on the second Working Day following the date of deposit. Please note that deposits will not be accepted, and must not be made, at any bank or branch outside of the UK.

- 4.9 You can also post sterling cheques, accompanied by a paying-in slip from the relevant paying-in book that we have provided to you, for the credit of your Account to:

For customers wishing to use HSBC:

**HSBC Bank plc, City of London Branch, Ground Floor, 60 Queen Victoria Street, London EC4N 4TR**

For customers wishing to use RBS:

**RBS Bank plc, London Corporate Service Centre, Level 7, Aldgate Union, 10 Whitechapel High Street, London E1 8DX**

- 4.10 Sterling cheques drawn on UK banks which are not operating under the Image Clearing System will be cleared for value (ie will earn interest) on the second Working Day following the day of effective deposit (see below). The funds paid in will be available for withdrawal on the fourth Working Day following the day of effective deposit.

Day of effective deposit	Day interest is first earned	Day the funds are available for withdrawal
Monday	Wednesday	Friday
Tuesday	Thursday	Monday
Wednesday	Friday	Tuesday
Thursday	Monday	Wednesday
Friday	Tuesday	Thursday
Saturday	Wednesday	Friday

The 'day of effective deposit' is the Working Day on which your sterling cheque is received in time for it to be processed that day, and related payments made. The cut-off time for HSBC branches is displayed at all HSBC branches and varies between branches. The cut-off time for the Post Office also varies between outlets. The cut-off time for RBS branches is 3.30pm. If you send your cheque directly to HSBC or RBS, the day of effective deposit will be the day on which the cheque is received in the ordinary course of post.

- 4.11 Sterling cheques drawn on UK banks and paid into banks and building societies which are operating under the Image Clearing System, will be cleared for value and available for withdrawal with effect from 11.59pm on the next Working Day following the day of effective deposit.

- 4.12 Sterling cheques drawn on UK banks and paid into UK Post Office outlets which are operating under the Image Clearing System, will be cleared for value and available for withdrawal with effect from 11.59pm on the second Working Day following the day of effective deposit.
- 4.13 If banks and building societies not operating under the Image Clearing System allow you to withdraw funds against a cheque on or before the fourth Working Day, it does not mean that the cheque has cleared. If the cheque is refused, we will take the amount from your Account unless more than six Working Days have passed since the day of effective deposit (as defined above). When six Working Days have elapsed, we cannot take the amount from your Account unless you either agree to this or you have knowingly been party to fraud.
- 4.14 We reserve the right to charge for High Volume Deposit Transactions on the following basis, per Account to which the following applies:
- where you make High Volume Cash Transactions, we reserve the right to charge the amount set out for High Volume Cash Transactions in the *CAF Bank Fee Information Documents* for all cash deposits made during the whole of the calendar month in question; and
  - where you make High Volume Cheque Transactions, we reserve the right to charge the amount set out for High Volume Cheque Transactions in the *CAF Bank Fee Information Documents* for all cheque deposits made during the whole of the calendar month in question.
- 4.15 Different procedures apply if you require international cheque clearing to be made available on your Account. These transactions are subject to separate terms and conditions. Please contact our customer services team on 03000 123 456 between 9am and 5pm on a Working Day for details.
- 4.16 For certain payments received from outside the UK, we may contact you on receipt to confirm the payment is genuine. Payments will not be credited to your Account until this confirmation has been received.
- 4.17 Sometimes a payment may be recalled by the bank that made it (for example, because the person who paid you did not have enough money, or were the victim of a fraud), and sometimes a payment goes into your Account by mistake. This happens rarely, but please keep an eye on your Account and tell us straight away if money appears in it that seems to be a mistake. This is because, to make things right, we can take the payment back out of your Account, even if we have allowed you to make a payment or to take cash out against it. We don't have to tell you before we take the payment back. We will return the payment, even if you have spent the money. If this means any of our charges are triggered, we will still apply them.
- standing order
  - Direct Debit
  - Card; and
  - electronic transfer
- in the UK or internationally. Applicable fees for withdrawals or payments from your Account are set out in the current *CAF Bank Fee Information Documents*.
- 4.19 A withdrawal or payment from your Account, whether it is a single payment or a series of payment transactions, will be regarded as authorised by you when you provide us with the applicable Security Details and you instruct us to carry out the transaction.
- 4.20 With the exception of future-dated payments, once a payment from your Account has been authorised it cannot be cancelled. Future-dated payments can only be cancelled if your instructions to cancel are received by us before 3pm on the Working Day before the date of execution. Instructions to cancel future-dated payments can be given to us in writing or using our Telephone Banking Service.
- 4.21 When authorising a payment from your Account to another bank or building society account (including, but not limited to, where paying by way of standing order or Direct Debit), you must provide the payee's correct account information: specifically, the sort code and account number or the roll number (in the case of building society accounts).
- 4.22 If you give incorrect details your money may end up in someone else's account and we may be unable to get it back.
- 4.23 We will make reasonable efforts to recover the payment but we will not be responsible for any losses (of whatever kind and however incurred) that you suffer as a result of the payment not reaching the intended payee or in the course of seeking to recover the payment from the actual recipient. You may also be required to pay a fee, as detailed in the *CAF Bank Fee Information Documents*, to cover our costs.
- 4.24 We shall be entitled to levy a charge for any payments that we have to reject due to there being insufficient funds in your Account. Details are set out in the *CAF Bank Fee Information Documents*.
- 4.25 Dependent on whether the relevant banks involved in the cheque clearing cycle are operating under the Image Clearing System, or not, payments by way of cheque can be made from the second and up to the fourth Working Day respectively following entry of your cheque into the clearing cycle (see Conditions 4.10 to 4.12 for details).
- 4.26 Payments made by way of Direct Debit or standing order can only be made to an account at a UK bank or building society.
- 4.27 Payments by way of standing order can be set up via the Online Service or otherwise must be requested in writing.
- 4.28 Direct Debit instructions must be given in writing

#### Withdrawals or payments from your Account

- 4.18 Subject to Conditions 4.19 to 4.43 (inclusive), you can withdraw funds from your Account by way of:
- cheque



on the form supplied by the payment originator (the organisation collecting the payment). Direct Debits are subject to the Direct Debit Guarantee, which provides you with the following protections:

- if the amount to be paid or the payment dates change, the organisation collecting the payment will notify you (normally ten Working Days in advance of your Account being debited, or as otherwise agreed with you); and
- if an error is made by the organisation collecting the payment or by us, you are guaranteed a full and immediate refund of the amount paid. The Direct Debit Guarantee will not cover any errors that you make in the payee's details, however, so you need to ensure that the details you include in your instruction are accurate as money paid to the wrong account may not be capable of being recovered for you (see Condition 4.21 for further guidance).

You can cancel a Direct Debit at any time by contacting us in writing or using our Telephone Banking Service. We also recommend that you notify the payment originator (ie the recipient of the payment). Further details on Direct Debits and the Direct Debit Scheme are available from [www.directdebit.co.uk](http://www.directdebit.co.uk)

4.29 You can transfer money by CHAPS to another UK bank or building society by contacting us in writing. You can also transfer money by CHAPS to the UK bank account(s) that you nominated on your application form (or on any *CAF Bank Change of nominated bank account form* subsequently completed and returned to us) or using our Telephone Banking Service.

For such payments:

- valid instructions received by the Bank before 3pm on a Working Day will be processed on that Working Day. Valid instructions received after that time will be processed as soon as possible, and in any case before the close of business on the next Working Day;
- unless a restriction applies (either elsewhere in these Conditions or in the Account Terms or any other terms and conditions applicable to the services you are using), they will be credited to the payee's account by close of business on the day of processing unless the instruction is received after 3pm in which case it will be credited on the Working Day following the day your instruction is processed; and
- The sender is solely responsible for the accuracy of all the information detailed in the payment instruction, including the beneficiary account number, sort code, full name and branch of the beneficiary bank. We will make payments based on the information we require you to provide us. If you provide us with incorrect information, we will not be responsible if the payment is not made, it is delayed or if it is made incorrectly,

('CHAPS payments'). Applicable fees are set out in the *CAF Bank Fee Information Documents*.

4.30 Electronic transfers can also be made by way of our Faster Payment service:

- unless a restriction applies (either elsewhere in these Conditions or in the Account Terms or any other terms and conditions applicable to the services you are using), Faster Payments will be sent to the payee's account:
  - in respect of Single Immediate Payments, within two hours of your instruction being received; and
  - in respect of Online Faster Payments by close of business on the Working Day following the day your instruction is received;
- valid instructions received by the Bank will be processed on that Working Day:
  - in respect of Online Faster Payments, before 4pm on a Working Day; or
  - in respect of Single Immediate Payments, before 3pm on a Working Day; or

Valid instructions received after that time will be deemed to have been received at 9am on the next Working Day; and

- Online Faster Payments are free of charge, and charges for Single Immediate Payments are set out in the *CAF Bank Fee Information Documents*.

The sender is solely responsible for the accuracy of all the information detailed in the payment instruction, including the beneficiary account number, sort code, full name and branch of the beneficiary bank. We will make payments based on the information we require you to provide us. If you provide us with incorrect information, we will not be responsible if the payment is not made, it is delayed or if it is made incorrectly.

4.31 Payments requested in writing to be made by way of electronic transfer to an account at a bank or building society (or equivalent) within the EEA:

- will be made via SWIFT;
- valid instructions received by the Bank before 1pm on a Working Day will be processed on that Working Day. Valid instructions received after that time will be processed as soon as possible, and in any case before the close of business on the next Working Day;
- unless a restriction applies (either elsewhere in these Conditions or in the Account Terms or any other terms and conditions applicable to the services you are using), they will be credited to the payee's account by close of business on the Working Day following the day your instruction is processed;
- fees apply (as set out in the *CAF Bank Fee Information Documents*) and;
- The sender is solely responsible for the accuracy of all the information detailed in the payment instruction, including the beneficiary account number, sort code, full name and branch of the beneficiary bank. We will make payments based on the information we require you to provide us. If you provide us with incorrect information, we will not be responsible if the payment is not made, it is delayed or if it is made incorrectly.

4.32 You can also transfer money by telephone using our Telephone Banking Service to:

- another Account held with us in the same name (subject to any restrictions that apply in the Account Terms for a particular Account); or
- the UK bank account(s) specified on your application form or on any *CAF Bank Change of nominated bank accounts form* subsequently completed and returned to us.

4.33 If you become aware of a payment transaction that has not been correctly authorised on your Account, you must notify us by calling us on **03000 123 456**. Your notification must be made without delay after you became aware of this and, in any case, within 13 months of the date of the transaction. If you do not notify us within this time period, you will not be entitled to reimbursement.

4.34 Where a payment from your Account was made in accordance with Condition 4 and was not authorised by you, we will:

- immediately refund the amount of the payment to your Account and, where applicable, restore your Account to the state it would have been in had the unauthorised transaction not taken place, unless:
  - you have acted fraudulently or deliberately, with gross negligence or we consider there to be reasonable grounds to believe that the payment transaction is genuine, or by failing to comply with these Conditions, (for example, by failing to keep your Security Details safe);
  - there are grounds to believe that you could have reasonably prevented the payment from debiting your Account, (for example, by failing to comply with Condition 11.14).

### Sending Money Outside the UK

4.35 Reasonable care in the processing of payments will be exercised by us. Should such care not be exercised, the Bank will be responsible for losses, but not loss of contracts or profits or other consequential losses.

4.36 In some jurisdictions (eg USA), payments will be made to a designated account number, whether or not this account number correctly identifies the intended recipient. It is your responsibility to ensure that both the account number and the name of the recipient are correctly stated in your instructions to us.

4.37 For certain payments, we may contact you in advance of initiating the payment to confirm that the request is genuine. Payments will not be released until this confirmation has been received.

4.38 Unless you tell us otherwise, we will send the money outside the UK in the currency of the destination country, where available. The beneficiary will receive the funds less the international bank charges.

4.39 We do not accept any liability for loss caused by error of the recipient's name or account number in any

instruction to us.

4.40 We can give no general assurance on the achievement of value dates.

4.41 You are not entitled to request us to cancel the payment. We may, however, be willing to agree to try and retrieve funds on your behalf should you request cancellation of a payment. Any refund of the amount retrieved will be made net of all charges and expenses payable to the Bank and any other persons.

4.42 When an instruction to send money outside the UK is handled by a correspondent bank before it reaches the beneficiary bank, the correspondent of the beneficiary bank may deduct a charge before sending the money to the beneficiary. We have no control over the amount these banks may charge, and we are not liable to cover any incurred charges.

4.43 A charge may be made for enquiries received in respect of both incoming and outgoing payments where we have not made an error, eg refunds, cancellations, amendments, duplicate advice, fate of funds, copies of cleared payments.

## 5 Account closure or transfer

5.1 Your Account will remain open until it is closed by either you or us (or transferred by you) in accordance with this Condition 5.

5.2 Subject to any required notice period or procedure in your Account Terms or any applicable restriction in these Conditions of the Terms and Conditions of a service of ours that you use, you can close your Account with us at any time without notice or penalty. We aim to complete any request to close an Account within 10 Working Days.

5.3 Where you have been notified of changes in accordance with Condition 20.1 and where the provisions of Condition 20.2 do not apply, you have the right to close your Account without charge prior to the proposed date of change.

5.4 We reserve the right to close an Account or suspend or withdraw any service (including, but not limited to the Online Service) without prior notice if:

- you have breached these Conditions or the Account Terms (or the terms and conditions in respect of a particular service of the Bank that you have used) in a way or where such breach is considered by us reasonably to be important or significant, or where we have asked you to remedy a breach and you have failed to do so;
- if you have been abusive or violent towards any of our staff members (or if we have been notified by HSBC or RBS that you have been abusive or violent to any of their staff members);
- the relationship between you and us has irretrievably broken down;
- we believe that you are no longer eligible for

- the Account;
  - you have provided us with false information or we believe that you have otherwise acted dishonestly in your dealings with us;
  - we reasonably believe that you or someone else is using the Account illegally or fraudulently; or
  - if we are obliged to do so by law or by any regulatory authority.
- 5.5 Should we need to close your Account or suspend or withdraw any service for any other reason, we will provide you with at least two months' advance notification.
- 5.6 If you have not carried out a transaction on your Account for at least 12 months, we will treat your Account as inactive. Your Account will continue to earn interest whilst it (and/or any related service) is treated as inactive. In order for your Account to become active again you must carry out a transaction during the period of 12-24 months since the previous transaction. After 24 months of inactivity your Account will become dormant (see Condition 5.7). We have no obligation to inform you of your Account becoming inactive.
- 5.7 If your Account becomes dormant (see Condition 5.6) and your organisation remains in operation, we will close your Account and, where we are able to make contact with you, we will:
- send you a cheque for, or electronically transfer, the closing balance including any accrued interest.
- 5.8 We can close your Account and transfer a proportion of the balance (where permissible) to a charity as set out in the Dormant Bank and Building Society Accounts Act 2008 and the remaining balance to the reclaim fund, where permissible, under the Dormant Bank and Building Society Accounts Act 2008 if:
- we have not been able to find you after making reasonable attempts; and
  - you have not taken any money out of your Account or paid any money in to it for the past 15 years.
- 5.9 Where you have let us know that your closure notice under Condition 5.2 is because you wish to transfer your Account to another bank or building society account in your name in the UK, we will assist you with such transfer as quickly and efficiently as possible or, where we have no transfer relationship in place with your proposed new bank or building society to enable us to do so, we will simply close your Account in accordance with Condition 5.2 to enable you to set up your new account as quickly as possible.
- 5.10 Whether closing your Account or transferring your Account, remember to maintain sufficient funds in the Account (and, where necessary, in your new account) to cover any charges, standing orders or Direct Debits that may be processed during the closure or transfer period.
- 5.11 Where your Account is so closed or transferred, we will

return (or transfer) any money due to you along with any interest we owe you on your Account.

## 6 Our right to refuse or limit deposits and withdrawals and to impose conditions or restrictions

- 6.1 We reserve the right to:
- refuse a deposit;
  - refuse a withdrawal request;
  - limit the amount of any deposit or withdrawal;
  - impose such conditions or restrictions (including, but not limited to, payments on Account closure or transfer),

as we feel is necessary in order to run our business lawfully, to make sure that our regulators approve of the way we run our business, or to protect you by minimising the risk of fraudulent or criminal activity taking place (for example, if we are in any doubt as to your identity).

- 6.2 We will only block a payment where we have reasonable grounds for doing so.
- 6.3 Where we do block a payment, we will contact you by telephone and/or in writing as soon as practicable unless such contact would breach our security measures or be unlawful.
- 6.4 We will unblock any payment that has been blocked as soon as practicable once the reasons for the block cease to apply.

## 7 Interest

- 7.1 Our interest rates are reviewed and updated, in accordance with Condition 20. Where we do update our interest rates, we will show the new applicable rate on your statement from the date of the change.
- 7.2 Where your Account is a variable rate Account and the base rate to which that variable rate is linked changes, we will show the new applicable rate from the date of change.
- 7.3 The interest rates are published daily on our Website, at [www.cafonline.org/rates](http://www.cafonline.org/rates)
- 7.4 Subject to Conditions 4.10 to 4.12, we will pay interest on applicable Accounts on money deposited into your Account from the Working Day on which we receive the funds.
- 7.5 We will pay interest on any amounts withdrawn or paid from your Account up to and including the Working Day of the withdrawal or payment transaction.
- 7.6 Account holders are entitled to interest calculated daily. We will apply the interest rate of the day to the balance of funds cleared for value on your Account, in accordance with our published rates applicable to the Account type.
- 7.7 Every three months we will add the accrued interest

to your Account. The interest payment dates are 26 March, 26 June, 26 September and 26 December, or the nearest Working Day after these dates.

## 8 Charges

- 8.1 The charges ordinarily applicable in relation to the Account are set out on the *CAF Bank Fee Information Documents* and reflect our additional administration costs. The *CAF Bank Fee Information Documents* is also available on our Website and we will provide a copy to you on request. We reserve the right to revise our charges in accordance with Condition 20.
- 8.2 Notwithstanding whether or not fees and charges are normally applied to your Account, we reserve the right to apply management time charges with selected customers where we feel that their transactional activities are excessive.
- 8.3 Any charges that are incurred will be raised at the time the applicable transaction takes place and will be shown individually on your Account statement.
- 8.4 You authorise us to deduct our charges from your Account.

## 9 Changing Account details: giving us instructions, correspondence etc

- 9.1 If you need or wish to change any details relating to any of your Accounts with us, such as the Account name, the Account Contact or address, the signatories, the Primary User or any other details, the appropriate change of details form, available from us on request, must be completed and our administrative requirements met. Any other checks that we need to complete for legal or regulatory purposes must also be successfully completed before we can action any such change.
- 9.2 You must take care to ensure the correctness and completeness of every form and every instruction you give us, specify the Account(s) to which the form or instruction relates and clearly identify the Account holder by the exact name and number of the Account. We reserve the right to reject instructions that are incomplete, wholly or partly illegible, or that in some other way give the Bank concern as to their correctness and completeness.
- 9.3 Should your contact address not be kept up to date or is invalid (ie if letters addressed to you are returned undelivered) we will block your Account until you are able to notify us of the correct information in accordance with Condition 9.1.
- 9.4 Those you have designated as Account signatories, or as the person who will be your contact or named authorised person for the purposes of our dealings with you in relation to the Account, must use their names when dealing with us and not, for example, their job titles; where the Account is held by an organisation, we will not act on instructions given only in the name

of 'the President', 'the Treasurer', 'the Secretary' or in the name of any similar office-holding position.

- 9.5 If for any reason there is a change in the style of a signature of any Account signatory, you must notify us promptly by completing the necessary *CAF Bank Bank Mandate form* which is available from us on request.
- 9.6 Any form changing your Account details should be sent to **CAF Bank Ltd, 25 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JQ.**

## 10 Statements

- 10.1 You will receive a statement at the frequency selected by you on your application form for the Account.
- 10.2 The statement will show all movements on your Account, including interest credited and any charges incurred, since the date of the previous statement.
- 10.3 You may contact us (by email, telephone or in writing) to change the frequency of your statement to one of our other permitted statement periods.
- 10.4 Charges apply to the more frequent permitted statement periods; details of these are set out in the *CAF Bank Fee Information Documents*.
- 10.5 You can request copy statements by contacting us (by email, telephone or in writing).
- 10.6 We may also impose a charge for providing a copy of a statement already provided to you. Details of our charges for providing copy statements are set out in the *CAF Bank Fee Information Documents*.
- 10.7 If you use our Online Service, you can access your transaction history for the last 12 months and your Account balance(s) as often as you need to without charge.
- 10.8 Statements may be issued in hard copy or (if the Bank so determines) in electronic form. You will be able to access copies of your online statements for up to 18 months from the date of issue.
- 10.9 You must check your Account statements regularly and carefully and you must notify us without delay if you do not recognise any transactions shown on a statement or otherwise appearing on your Account. Please see Conditions 4.33 and 4.34 for further information.
- 10.10 If you choose to receive statements Online, the Primary User will receive an email notification when new statements are ready to be viewed. It is the Primary User's responsibility to keep this email address up-to-date. You must maintain the list of additional users who you have authorised (are authorising) to receive your statement Online, including deleting users that are no longer required.

## 11 Our Online Service

### The service

11.1 Our Online Service uses the internet to provide you with easier, regular access to a range of information and other services. We have taken reasonable steps to ensure that email and other transmissions passing over the internet remain confidential and not interfered with; however, we cannot completely guarantee the privacy or confidentiality of any information passing over the internet or that it will not be interfered with and by using our Online Service you are confirming to us that you are prepared to give us instructions on this basis.

11.2 Our Online Service is designed to enable you to:

- obtain information relating to the balance and transactions on your Account;
- instruct us to transfer money to and from your Account, or to amend or cancel some types of existing transaction instructions relating to your Account;
- send requests or queries, or report problems using our messaging facility;
- request forms, chequebooks or paying-in books;
- locate and download up-to-date versions of terms and conditions, forms and other information and guidance relating to your Account;
- add, amend and delete Secondary Users and set their roles and permissions within those options that we have made available from time to time;
- reset passwords and unique words for your authorised users of the Online Service; and
- receive other information we may from time to time make available through the Online Service.

11.3 To apply for our Online Service, please complete our *CAF Bank Online Primary User Application form*. To then be able to use our Online Service you are required to:

- access our Online Service via our Website using the Security Details we have provided to you as part of your application; and
- sign up for CAF Bank UniqueCode using the UK mobile number you have provided in the application form.

You will not be able to access our Online Service until you have successfully completed these steps.

### Technical requirements and performance

11.4 The technical requirements for our Online Service are set out on our Website from time to time at [www.cafonline.org/charities/help-caf-bank-online-banking](http://www.cafonline.org/charities/help-caf-bank-online-banking). We may change the minimum specification that you require in order to access the Online Service and may make operational changes to and alter the services currently available as part of the Online Service at any time. We will always notify you of such change by placing a message on our Website, or by text, email or by post. If a change in specification results in your equipment becoming incompatible with the requirements of our Online Service or you being

unable to perform all of the functions of the Online Service previously performed, you are responsible for replacing or modifying your equipment so that you may properly access the Online Service.

11.5 You are responsible for obtaining and maintaining your equipment and for ensuring that it is compatible with use of the Online Service and that you hold all necessary authorisations, permissions or licences (for example, in respect of any software required to access statement information or download forms). We have no responsibility or liability with respect to your equipment.

11.6 You must pay all internet service providers and other charges you incur in accessing and using the Online Service.

11.7 We cannot guarantee:

- the speed with which you will be able to access and use the Online Service;
- that you will have uninterrupted or continuous access to the Online Service; or
- that you will be able to access all or any part or feature of the Online Service as a result of outages on any phone network provider, or if you are in a geographical location with no mobile network coverage.

### Site and internet security

11.8 We shall use reasonable endeavours to keep the Online Service free from viruses and corrupt files but due to the nature of the Online Service (in particular, the fact that the Online Service uses the internet to communicate with you) we cannot guarantee that the Online Service is free from infection by viruses or anything else with contaminating or destructing properties. We shall not be liable for any loss or damage that you suffer if your equipment is infected by a virus or corrupt file unless such loss or damage is the direct result of our negligence or deliberate default.

11.9 You are responsible for ensuring that the equipment you use to access our Online Service:

- is kept fully operational, safe and secure;
- is up-to-date with the latest anti-virus, anti-spyware, firewall and security patches (and we recommend that, where practical, you 'virus-check' information that we send you through the Online Service);
- contains software that is kept virus free; and
- is backed up at regular and frequent intervals so that your important data is protected.

11.10 Please remember that, if you use our Online Service outside the UK, it will be at your own risk, and you should check whether you are allowed to access it from the country you are in at the time. Some countries do not allow encrypted data to be sent over a public phone network, for example, so you may want to check this before using our Online Service outside the UK.

11.11 We reserve the right to set geographical restrictions

for access to the Online Service for security reasons without prior notification to you.

### Changing Account details

11.12 The person who is your Account Contact for the purpose of our dealings with you in relation to the Account will also be your Primary User of the Online Service. Primary Users are responsible for advising us promptly of organisational changes affecting the rights of any Secondary User of the Online Service. Until such notification has been received we shall in no respects be held liable for any use or misuse of information obtained via the Online Service by an individual who has previously been properly authorised by you for that purpose.

### Using and safeguarding Security Details

11.13 We will, without further enquiry, allow access to the Online Service and process every instruction that is authenticated by use of the security procedures we require you to follow. This means that you are responsible for the genuineness and accuracy of all instructions and information given to us by means of those security procedures, from login to logoff. It is therefore essential that you check all instructions and information carefully before they are sent.

11.14 For the same reason, and to ensure confidentiality in relation to your Account, it is also essential that you keep your Security Details secret and secure and take all reasonable precautions to prevent the fraudulent use of those details. In particular this means all users of the Online Service (ie the Primary User and all Secondary Users) must at all times:

- keep all Security Details secret and secure (for example, their User ID, password, unique word, and CAF Bank UniqueCode details) and do not disclose any of those details to another person. You must securely destroy anything containing Security Details as soon as you receive it. When you set or change your Security Details, you must ensure these cannot be easily guessed and you must not write down your Security Details in a way that they could be understood by anyone else;
  - never use any equipment connected to a public internet wi-fi connection or access point (such as a coffee shop or internet café) to access the Online Service and ensure that a third party does not overlook any user when logging in to the service and that the Security Details are not saved in any computer software or browser facility (apart from your user ID, which can be stored on your equipment);
  - ensure that no one user is able to login using more than one set of Security Details for the same Account;
  - ensure that the equipment is not left unattended after login and must always exit the Online Service, close your browser session and wipe your browser history before you leave your equipment unattended or allow anyone else to use your equipment. For your security you will be automatically logged out of the Online Service after 10 minutes of inactivity, but you must not rely on this and this is not an alternative for complying with the security safeguard requirements set out here;
  - do not quote any Security Details to us when you contact us unless you are providing the information to us in response to questions we ask as part of our security procedures, and make sure that you cannot be overheard during any such call. Neither us nor the police will ever contact you to ask you to reveal your full Security Details;
  - never disclose your Security Details by email. We will never ask you to reveal your Security Details via email. If you receive a suspicious email, please do not open it or click on any links contained within it, instead report this immediately by forwarding the email to [scamreporting@cafonline.org](mailto:scamreporting@cafonline.org);
  - only access our Online Service by typing our Website address into your browser, never enter your Security Details or otherwise use our Online Service if you have accessed our Online Service via a link in an email;
  - without delay notify us if any of the Security Details have been disclosed to a third party or if you believe that any of the Security Details may no longer be secret or secure, or if you have lost any equipment, including any confidential, sensitive or personal information contained in or on it (or if you become aware that a third party may have access to any such equipment or information);
  - without delay advise us of any required change of Primary User;
  - never delete your Primary User from the Online Service (if you wish to change your Primary User please contact us in writing using our *CAF Bank Change of account contact details* form to make the necessary arrangements);
  - ensure that you know the person you are sending money to and that you are happy with the reason you are sending the money. You can find advice and guidance on how to avoid becoming a victim of common scams on our Website;
  - maintain a valid UK mobile telephone number for Text Alerts and CAF Bank UniqueCode;
  - do not receive or generate a unique code on the same device on which you are accessing our Online Service;
  - check that all payees' details are genuine and the beneficiary details are correct (this may include but is not limited to, for example, calling the payee if a payment has been requested via email to confirm the payment details) and all payments are checked for their authenticity before they are sent; and
  - when receiving Text Alerts to notify you of material changes to your Account or details, you will investigate to confirm the authenticity of these changes.
- 11.15 You must contact us without delay on the telephone number provided in Condition 11.25 if you become aware of any error or suspected error in the Online Service or in any suspicious or suspected fraudulent transaction. You must also contact us without delay on that telephone number if you discover that someone else knows your Security Details or you believe that your Security Details have been misused.
- 11.16 We may give information about any misuse or abuse (or suspected misuse or abuse) of your Security Details

or the Online Service to the police or to a regulatory authority without asking you.

- 11.17 We may ask you to change your Security Details at any time and for any reason; and you must change your Security Details immediately (or in accordance with any other instructions we may give) if we ask you to do so and change or use your Security Details in the way that we may request.
- 11.18 We can suspend or withdraw your Security Details with immediate effect if:
- we believe that this is necessary for security reasons;
  - this is to prevent suspected unauthorised or fraudulent use of your Account (for example, where there have been multiple unsuccessful attempts to access your Account using the Online Service);
  - there is a significantly increased risk that you will not be able to repay any money you owe to us on your Account; or
  - it is for a reason provided for elsewhere in these Conditions or in your Account Terms or the terms and conditions of any other service that you are accessing via the Online Service.

You can re-set any suspended or withdrawn Security Details by contacting us in writing or using our Telephone Banking Service. We will then reactivate or replace your Security Details as soon as possible, provided that the reason for their withdrawal or suspension no longer exists.

- 11.19 If we make any changes to our security procedures, or if we change, suspend or withdraw your Security Details, we will tell you beforehand unless we are unable to do so, in which case we will tell you as soon as we can. We do not have to tell you beforehand and may be unable to provide full details or explanation afterwards if, for example, doing so would compromise our security or be unlawful.
- 11.20 We may from time to time, in response to changes in good practice for online security or ecommerce, provide you with additional instructions; please act on these.
- 11.21 It is a condition of your use of the Online Service that you follow the safeguards set out in these Conditions.

#### **Responsibility and liability for transactions using the Online Service**

- 11.22 Condition 4, your Account Terms and any other terms and conditions applicable to your Account or to the services that you are using via the Online Service also apply. We have the right not to refund any unauthorised transaction on your Account in the circumstances set out in these Conditions, your Account Terms and any other terms and conditions applicable to your Account or to the services that you are using via the Online Service.
- 11.23 We will provide you with instructions and guidance for using the Online Service on our Website and may also tell you about this by post or email. When using the Online Service you must follow any instruction and adhere to any guidance we issue in respect of the Online Service.

We may vary these instructions or guidance at any time so you must always check our Website to ensure that you are complying with our most up-to-date instructions or guidance before using the Online Service. Our Website contains FAQs for further information and guidance; but if you remain in any doubt, please contact us in advance on **03000 123 456** between 9am and 5pm on a Working Day.

- 11.24 If you dispute that you have carried out a transaction using any part of the Online Service we will investigate this and you will be expected to co-operate with us and the police or any other investigatory authority in any such investigations.
- 11.25 If you suspect someone knows your Security Details or you become aware of any unauthorised access or unauthorised transactions you must phone us without delay on **03000 123 456**. Our lines are open between 9am and 5pm on each Working Day. If your event occurs outside these hours, you should still call the telephone number above and leave a message.
- 11.26 From the time that your call or message is received, you will not be liable for any losses incurred by or on the Account unless:
- you have abused, misused or fraudulently used the Online Service;
  - you have disclosed your Security Details to another person; or
  - you have failed to follow any of the safeguards set out in these Conditions, your Account Terms or any other applicable terms and conditions, or any guidance that we have provided in relation to your Account or our services,

in which case you will be liable for all transactions or payments requested from your Account using the Online Service and/or any charges or interest incurred on the Account as a result.

- 11.27 If you are considering providing a third party provider (for example, an accounting service) with Security Details we will not be liable for financial losses as a result of fraudulent or unauthorised use of your Account.
- 11.28 Our Online Service enables you to create group payment instructions. You are responsible for the accuracy of this payment information in the same way as you would be for making individual payment requests (please refer to Condition 4 for more information). Please also ensure that:
- sufficient cleared funds are in the Account to meet the entire group payment instruction on the day it is due to be paid, otherwise we will be entitled to refuse the instruction or to apply penalties. In the event of insufficient funds being so available, we shall be under no obligation to process part of any group payment but if we chose to do so, we shall not be responsible for any payment that is not included in any such part-processing or for the selection of which parts of the group payment are processed and which are not;
  - if the payment is rejected (in whole or in part) for any reason, you have resubmitted the group payment instruction (or the affected part) after

rectifying the reason for rejection; and

- any changes that you have made to the list of your payees are separately replicated by you in any templates that you hold for such group payments or in any pending group payments.

11.29 If your Security Details have been compromised, you will not be held liable for any losses incurred, unless you have, acting fraudulently or deliberately or with gross negligence, failed to comply with these Conditions (for example, by not complying with the provisions set out in 11.14), in which case you will be held liable for all resulting transactions or payments requested from your Account as a result of an instruction given via the Online Service and/or any related charges or interest incurred on the Account.

### Termination or suspension of the Online Service

11.30 You may end your use of the Online Service at any time by contacting us in writing or using our Telephone Banking Service to let us know. Before notifying us in this regard, please check whether or not your Account Terms require the Online Service in order to operate your Account, or apply fee or charge reductions only where the Online Service is used. If you intend to close your Account, please follow Condition 5, as notification of your end of use of the Online Service will not otherwise be sufficient to close your Account, and to ensure that we have sufficient information to undertake your Account closure request as quickly as possible. Your use of the Online Service will terminate automatically if you close all of your Accounts.

11.31 In addition to Condition 5.4, we may, where we consider it appropriate for your or our protection, suspend, withdraw or restrict the use of all or any part of the Online Service. We will tell you as soon as practicable if we take such action. We may also end all or any part of the Online Service at any time by giving you at least two months' notice.

11.32 If the Online Service ends in respect of one or more of your Accounts, or your Security Details are deactivated:

- you must immediately return to us or securely destroy any Security Details or other documentation you have relating to the Online Service if we ask you to;
- any of these Conditions, your Account Terms (or the terms and conditions of any of our other services that you use) that continue to apply, and any rights and liabilities between us that have accrued at that time, will continue to apply between us; and
- we may still carry out instructions received but not processed by us at that time.

11.33 Whilst we will make reasonable efforts to provide the Online Service, we will not be liable for any failure to provide all or any part of the Online Service as a result of any cause that is beyond our reasonable control including, in particular, any suspension of the Online Service resulting from maintenance of or upgrades to our systems or those of any other party used to provide the Online Service, failure of any such other party's

systems or industrial dispute. Where maintenance or repair work is planned, we will put a notice on our Website in advance of the date on which such maintenance is due to commence unless the maintenance work is urgent (or necessary but not planned in advance due to circumstances beyond our reasonable control).

## 12 Telephone Banking Service

12.1 To assist in safeguarding your Account you are mandated to set up a telephone password for the Telephone Banking Service.

12.2 *Telephone password instruction* forms are available from our Website, or on request from our Customer Service team on **03000 123 456** or by email to [cafbank@cafonline.org](mailto:cafbank@cafonline.org) between 9am and 5pm on a Working Day.

12.3 By setting up a telephone password on your Account you agree to:

- keep the nominated password safe at all times and not disclose it to any third party whatsoever and take all reasonable steps to ensure that it does not fall into the hands of a third party;
- advise us immediately if the security of the password is compromised; and
- authorise us to rely upon and act in accordance with any instructions which may from time to time be, or profess to be, given and which utilise the nominated password in relation to all Accounts held in your name.

### Responsibility and liability

12.4 In consideration for us agreeing to act on the basis of telephone instructions, you unconditionally and irrevocably agree to indemnify us against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by us of whatever nature and howsoever arising out of, or in connection with any instructions given by telephone, provided only that we have acted in good faith.

12.5 The terms of any authorisation will remain in force until we receive, and have had reasonable time to act upon, written notice of termination by the authorised signatories. You agree that termination of any authorisation shall not release you from any liability in respect of anything done by us in accordance with this Condition 12 prior to the date on which we receive your written notice of termination and have had reasonable time to act upon it.

12.6 If you suspect that someone who is unauthorised is aware of your telephone password or other Security Details you must phone us without delay on **03000 123 456**. Our lines are open between 9am and 5pm on Working Days. If your event occurs outside these hours, you should still call the telephone number above and leave a message. From the time that your message is received, you will not be liable for any losses incurred unless you have acted fraudulently, in which case you will be held liable for all resulting transactions.



- 12.7 If your telephone password or other Security Details have been compromised, you will not be held liable for any losses incurred, unless you have, acting fraudulently or deliberately or with gross negligence, failed to comply with these Conditions (for example, by not complying with the provisions set out in 12.3), in which case you will be held liable for all resulting transactions or payments requested from your Account as a result of an instruction given via the Online Service and/or any related charges or interest incurred on the Account.
- 12.8 inform the Cardholder how to use the Card and what to do if the Card becomes lost or stolen.
- 12.9 We will ask the Cardholder to activate any new or replacement Card before the Cardholder can use it. A Card only becomes operative when the Cardholder has correctly completed the activation process.
- 12.10 We will issue each Cardholder with a Personal Identification Number ('PIN'). We will not reveal the Cardholder's PIN to anyone but the Cardholder. The Cardholder can use the PIN with the Card for withdrawing money and using other services available from ATMs.
- 12.11 The Cardholder will usually be asked to enter the PIN into a secure PIN pad at the premises of a retailer or other supplier. Alternatively, the Cardholder may be asked to sign a sales voucher showing the details of the transaction.
- 12.12 The Cardholder may use the Card to make payment for goods and services through a variety of channels, eg, internet, telephone, mail order. A cashback service may also sometimes be available. The Cardholder must not disclose the PIN when using any of these channels. We strongly recommend the use of 'secure payment' sites and software when the Cardholder is sending their Card details over the internet. When using the Card to make a payment over the telephone or by mail order, the Cardholder may be asked for additional identification.
- 12.13 We may decline to authorise a Card Transaction on reasonable grounds. Reasons might include: suspected unauthorised or improper use, fraud, technical difficulties, legal requirements, if the use of the Card would be prohibited or because certain types of Card Transactions are not available (including but not limited to, if the Card Transaction would exceed a Card Transaction limit of some sort). This may occur even if your Account is in credit. If we do, you will normally be told at the point of sale, but you may not be. In all cases, you can find out about Card Transactions we have refused or any other restrictions imposed on your Card by calling us on **03000 123 456**.
- 12.14 When a Cardholder places an order over the internet with organisations that participate in 'secure payment' sites (including, but not limited to, MasterCard® SecureCode™) the Cardholder will be invited to register for the service in relation to the Card. If the Cardholder does not do so, as part of our fraud prevention measures, we may not authorise the payment for the order and further internet transactions with participating organisations.
- 12.15 When a Cardholder places an order over the internet with organisations that participate in 'EMV® 3-D Secure' (including, but not limited to, MasterCard® Identity Check™), the Cardholder may receive an One Time Passcode to authorise the payment. The Cardholder must enter the One Time Passcode to authorise the payment. If the Cardholder fails to enter the correct One

### 13 CAF Bank MasterCard® business card

#### Card issue

- 13.1 The Card is not a Credit Card or Debit Card. The Card is a business card and is linked to your account and, therefore, purchases and cash withdrawals (Card Transactions) will only be allowed if you have the available balance in your account.
- 13.2 We may issue a CAF Bank MasterCard® business card (the 'Card') to a person nominated by you to receive and operate a Card (the 'Cardholder(s)'). These Conditions apply in respect of each Card issued to a Cardholder.
- 13.3 You may from time to time apply for a Card to be issued to a new Cardholder on a form provided by us for this purpose. You may also terminate the authority of a Cardholder to use a Card. If you terminate the authority of a Cardholder to use a Card, you must arrange for the Card to be destroyed and contact CAF Bank using our Telephone Banking Service or in writing.
- 13.4 We may decline to issue a Card if in our reasonable discretion we deem it necessary to do so. Reasons might include but not limiting the generality of the foregoing:
- we have previously needed to refuse a payment due to lack of funds on your Account;
  - your Account is a dormant account. (See Conditions 5.6 and 5.7);
  - the Cardholder is unable to complete the identification and verification procedures which we require to be completed;
  - the Cardholder is not living in the UK; or
  - there has previously been repeated fraud on your Card.
- 13.5 The Card belongs to CAF Bank at all times and must be destroyed immediately if we advise you that the Card has been withdrawn.
- 13.6 We may withdraw the availability of the Card at any time.
- 13.7 We will always send the Card to the Cardholder at their residential address. We will not send the Card to a non-residential address, PO Box or c/o address.

#### Cardholders and your obligations

- 13.8 When we send your Cardholder a Card please make sure that the Cardholder reads the information that we provide along with the Card which will include the security measures for Cardholders. The information will

Time Passcode, as part of our fraud prevention measures, we will not authorise the payment for the order.

- 13.16 You are responsible for ensuring that any Cardholder complies with the *Business card cardholder security measures*. You will be responsible for all transactions carried out using the Card which are properly authorised, including any charged to your Account after any Cards have been stopped.
- 13.17 We will not be responsible if a retailer or other supplier refuses to accept a Card in payment for a transaction, or if the Cardholder cannot use the Card to make a payment.
- 13.18 You are responsible for notifying us of any change to a Cardholder's address and mobile telephone number as soon as possible. This information is necessary to authenticate online payments.
- 13.19 You must take all reasonable precautions to prevent fraudulent use of the Card and PIN. These include but are not limited to ensuring that the Cardholder:
- never writes down the PIN or any Card details in a way that could be understood by anyone else;
  - signs the Card with a ballpoint pen as soon as the Cardholder receives it;
  - keeps the Card safe;
  - does not share the Card or any Card details with another person, including family members or members of the same organisation, for any reason;
  - does not disclose the Card numbers or the Card security code on the back of the Card except when using the Card to make payments;
  - does not reveal the PIN to another person including the police or bank staff (we will never ask the Cardholder to reveal the PIN to us);
  - does not tamper with the Card;
  - does not choose Security Details which are easy to guess;
  - takes care to ensure that no-one sees the PIN when the Cardholder uses it;
  - does not disclose the PIN for mail order payments or when paying for goods and services over the telephone or through the internet;
  - keeps Card receipts safe and disposes of them safely;
  - complies with all reasonable instructions we issue regarding keeping the Card, Card details and PIN safe;
  - informs us without delay by telephoning us on our lost and stolen number, **03000 123 606**, if the Card is retained by an ATM. Then contact the account contact who will be able to order a replacement card.
  - informs us without delay by telephoning us on our Customer Services team number, **03000 123 456**, if you have received a One Time Passcode but have not placed an order over the internet.
  - informs us without delay by telephoning us on our lost and stolen number if the Card or PIN or SecureCode™ are lost or stolen, or the Cardholder suspects that someone has used them or tried to use them. If we ask the Cardholder to, they must confirm this in writing; and
  - makes sure that the Card and Card details are not used for any illegal purposes.

## PINs

- 13.20 The Cardholder will receive the PIN after the Cardholder has activated the Card, except in specific circumstances where the Cardholder needs the PIN sent to them in the post.
- 13.21 The Cardholder can change the PIN at a UK ATM, but not within the 30 day period before the Expiry Date, as defined in Condition 13.25, or at any time between the order and receipt of a replacement Card.
- 13.22 If a Cardholder has forgotten the PIN, you can ask us to arrange for the Cardholder to receive a new access code to enable them to telephone for a new PIN.
- 13.23 You must ensure that the Cardholder complies with the following:
- on receipt of a PIN, the Cardholder must securely destroy the slip on which it is printed;
  - the Cardholder must keep the PIN secret and not let anyone else know it or use it;
  - the Cardholder must never write down the PIN in a way that could be understood by anyone else, including anyone within your organisation; and
  - the Cardholder must maintain a valid mobile telephone number with us.

## Validity of the Card

- 13.24 The Card is valid from the 'valid from' date until the 'valid to' date (the 'Expiry Date'), which are both shown on the Card.
- 13.25 We may make the decision not to renew a Card due for expiry. We may take this action if the Card has not been used to make a Card transaction for a period of time set by us.
- 13.26 If we determine that a Card is to be renewed (see Condition 13.25), then a Card renewal letter will be sent to you prior to the expiry date of the existing Card. If you have not received this letter before a current Card expires and you wish to renew the Card you should contact us.
- 13.27 In accordance with Conditions 13.25 and 13.26, prior to the expiry date, we will send the Cardholder a replacement Card which the Cardholder should sign immediately. The old Card should be destroyed immediately by cutting it into at least six pieces.
- 13.28 A Cardholder must not use the Card after the Expiry Date or after we have asked for the Card to be destroyed or told you or the Cardholder that the Card's use is withdrawn.

## Contactless Payment

- 13.29 We may from time to time renew your Card with one that displays the contactless symbol. Such Card will have the following features:
- The Card will function on a contactless basis in addition to a 'Chip and PIN' facility;
  - the entry of a PIN code will only be required for payments above a nominal amount. This individual

payment limit will vary from time to time, but please contact us if you need to know what the limit is at any time; and

- in addition, an aggregate payment limit will also be applied to Card payments before entry of a PIN code is required. This aggregate payment limit will vary from time to time, but please contact us if you need to know what the limit is at any time.

13.30 You can use your contactless Card:

- everywhere that you see the contactless symbol (please note, however, that if you are travelling to the US or Canada, our contactless technology is not compatible with their equivalent system); and
- on London buses and TFL trains.

13.31 Contactless cards use the same encryption technology as 'Chip and PIN'.

### Card transactions

13.32 The Card may be used for purchases or cash withdrawals ('Card Transactions') 24 hours a day, 365 days a year, where you see the MasterCard® acceptance mark in the UK or abroad.

13.33 Cardholders may use their Cards to withdraw cash or make purchases up to the daily limit set by CAF Bank and subject to any security measures that CAF Bank may put in place from time to time, provided cleared funds are available in the Account.

13.34 You authorise us to deduct the amount of any Card Transaction carried out by use of the Card (with or without the use of the PIN) or by use of the Card details from your Account. However, your liability for transactions which have not been made or authorised by the Cardholder will be limited in the way set out under Condition 13.68.

13.35 Where a Card has been cancelled (for whatever reason) we may continue to deduct from your Account the amount of any outstanding Card Transactions made using the Card (including those carried out via ATMs).

13.36 On each Working Day any available funds on your Account will be used to pay any authorised Card Transactions notified to us by MasterCard® since the previous Working Day, before they will be used to pay any other debit from your Account.

13.37 If a Cardholder uses their Card to set up a regular payment to be made from your Account, it can only be cancelled if your instructions to cancel are received by us before 3pm on the Working Day before the date of the next recurring Card Transaction. Instructions to cancel future dated payments can be given to us in writing or using our Telephone Banking Service. You should be aware that you will still be responsible for paying any money that you owe the payee and cancelling the recurring Card Transaction may impair or cancel your rights under any contract you have with the payee. We recommend that you notify the relevant payee of the cancellation of the recurring Card Transaction.

13.38 If we are changing or introducing charges or security measures and the change is to your disadvantage we will give you two months' advance notice in a durable medium. In all other respects we may make any other change immediately and tell you about it within one month.

13.39 If we incorrectly apply, or omit to apply, a Card Transaction to your Account, we will correct our act or omission and refund to you any interest and charges directly incurred by you on your Account that would not have been incurred had we applied the Card Transaction correctly.

13.40 You cannot stop a Card payment, but a retailer or payee may make a refund. We will credit your Account when we receive their instructions, but we are not responsible for any delay in the retailer or payee giving us instructions to make a refund.

13.41 Some merchants may process payments on the Card as if it were a credit card transaction. In this instance any fees or charges will be payable by you. The merchant is obliged to tell you if such charges are payable at the time of the transaction.

### Authorisation

13.42 We may refuse to carry out a Card Transaction if we reasonably think that:

- this is necessary on the grounds of fraud prevention or in order to meet any other legal or security measure; or
- we are required to do so by law; or
- the type of Card Transaction in question is not available, including but not limited to suspected unauthorised or improper use or Card Transactions which exceed a Card Transaction limit; or
- action is taken by a third party which prevents us from executing the Card Transaction; or
- there are technical issues which prevent us from executing the Card Transaction; or
- the Card or the Security Details relating to the Card have been lost, stolen or are being used by someone else or we believe that the Card or the Account are being used illegally or fraudulently; or
- the Card Transaction is not properly authorised; or
- circumstances beyond our reasonable control prevent us from offering a normal service (such as an act of terrorism, computer failure or industrial action).

13.43 We may refuse to make or authorise a payment if you do not have sufficient cleared funds in your Account or if this would cause your Account to go overdrawn.

13.44 If our reason for declining the Card Transaction was based on incorrect information, we will agree with you what needs to be done to correct that information.

13.45 Where we do not carry out a Card Transaction because circumstances beyond our reasonable control prevent us from offering a normal service, we will respond proportionately to the circumstances in question and take all reasonable steps to ensure that the restrictions

are lifted as soon as practicable to minimise the inconvenience to you and the Cardholder. We will, where reasonably practicable, give you advance notice.

13.46 Upon authorisation by a Cardholder, a Card Transaction will immediately reduce the total amount that can be drawn from your Account, even if the payment has not actually been deducted from the Account by then.

13.47 You must pay all amounts charged to your Account for Card Transactions if it is clear that the Card Transaction has been authorised by a Cardholder.

#### Timescales

13.48 Your Card Transactions will not be debited to your Account until a minimum of 48 hours after the authorisation of the Card Transaction. However, once an authorisation is given, that Card Transaction will immediately reduce the total amount that can be drawn from your Account, even if the payment has not actually been deducted from the Account by then.

13.49 Cash withdrawals in the UK will normally be deducted from your Account on the next Working Day.

#### Currency conversion

13.50 Where a Card Transaction is made in a foreign currency, we will convert it into pounds sterling on the day we debit the payment from your Account using the exchange rate applied by MasterCard. We add any MasterCard processing fees to the exchange rate applied by MasterCard, and this charge will be included in the exchange rate for the Card Transaction shown on the statement for your Account. The day the currency conversion is carried out, and the payment amount debited from your Account, may be after the day the Card Transaction was carried out.

13.51 The CAF Bank exchange rate changes on a daily basis, and any changes will be applied immediately and without giving you any prior notice.

13.52 If you undertook a Card Transaction with a retailer in a foreign currency but the retailer converted the amount into pounds sterling, we will debit your Account for that sterling amount.

#### Charges

13.53 We reserve the right to charge for Card use at a future date and would provide you with two months' advance written notice in a durable medium of any such changes.

13.54 If financial institutions charge for use of their ATMs, such charges will be payable by you. It is a requirement for the cost of the charge to be displayed to the Cardholder at the time of the withdrawal.

13.55 We will notify you about changes to the *CAF Bank Fee Information Documents* personally (which includes telling you by post, statement message, email or secure e-message). If the change is to your disadvantage we will notify you about it personally at least two months in advance.

#### Withdrawal and suspension of the Card

13.56 We reserve the right to withdraw or suspend the Card if:

- we have received notification that the Cardholder has ceased to be the Account Contact or an Account signatory unless instructed otherwise; or
- you breach any of these *General Terms and Conditions* or the Account Terms, including failing to comply with the Conditions set out in 13.19; or
- we reasonably suspect the Card is being used for inappropriate transactions that may cause reputational issues; or
- we reasonably suspect fraudulent or other misuse of the Card; or
- we reasonably suspect that any security requirements relating to the use of the Card, Card details or PIN have been compromised.

13.57 Once a Card has been cancelled you should ensure that the Cardholder stops using the Card and that it is immediately destroyed by cutting it into at least six pieces.

13.58 If we do withdraw the use of a Card, we will, if practicable, tell you beforehand or, where we cannot do this, after withdrawing use of the Card, will inform you of our reasons for doing so unless the law prevents us from doing so or we reasonably believe it would undermine our security measures.

13.59 We will deduct from your Account the amount of any Card Transaction (and any related charges) where the Card Transaction has been authorised by the Cardholder even if the amount of that Card Transaction is not paid by us until after the cancellation or suspension of the Card.

#### Lost, stolen or misused Cards

13.60 You authorise us to give any appropriate third party any relevant information in connection with the loss, theft or possible misuse of cards or PINs in order for us to meet our obligations as a member of the MasterCard® scheme.

13.61 We may contact you by post or telephone to advise that there may be suspicious activity on your Account, or leave a message to ask that you call us without delay. If we leave a message for you, you must contact us without delay in order to help prevent fraud on your Account. If you do not contact us we will assume that all Card Transactions on the Account have been properly made and authorised by the relevant Cardholder.

13.62 If the Card or PIN or SecureCode™ are lost or stolen, or the Cardholder suspects that someone has used them or tried to use them, please tell us without delay by telephoning us on our lost and stolen number 03000 123 606. If we ask you to, you must confirm this in writing.

13.63 We will ask you to co-operate with us and the police in relation to any investigation into the actual or suspected misuse of the Card. You should confirm whether or not a transaction is unauthorised within seven days of our request. We may also disclose information about you and your Account to the police or other third parties if we

think it will help prevent or recover losses. You must also ensure that any Cardholder co-operates with us in relation to any actual or suspected misuse of the Card.

13.64 If the Cardholder finds the Card after you have made a report as set out in Condition 13.63, the Cardholder must not use it again. You must ensure that the Cardholder cuts the Card into at least six pieces and destroys it promptly.

#### Our liability

13.65 Unless you are otherwise liable under these Conditions, we will be responsible for any money lost due to unauthorised Card Transactions as long as you have advised us of the unauthorised Card Transaction within 13 months of our debiting this from your Account.

13.66 We will add back to your Account any amount deducted including any related interest (if applicable) and charges in respect of an issue for which we are described in Condition 13.65 as being responsible.

13.67 We will have no further liability to you.

#### Your liability

13.68 If your Card or Security Details have been compromised, you will not be held liable for any losses incurred, unless you have, acting fraudulently or deliberately or with gross negligence, failed to comply with these Conditions (for example, by not complying with the provisions set out in Condition 13.19) in which case you will be held liable for all resulting Card Transactions or payments requested from your Account as a result and/or any related charges or interest incurred on the Account.

13.69 You will not be responsible for any losses if someone else uses the Cardholder's Card before the Cardholder receives it. Your liability may also be limited by the law.

## 14 Using and sharing your information

14.1 We are entitled to use and share information about you:

- with the CAF Group of which CAF Bank is part. The CAF Group will not share your information with any other organisation except as part of providing a product or service or when legally obliged to do so;
- as authorised by you in your Account application documentation at the time that you opened your Account;
- in accordance with these Conditions, the Account Terms and any other terms and conditions applicable to any of our services that you use;
- as is reasonably necessary in order for us to operate your Account or otherwise provide our services to you, to provide you with information about your Account and the services we are providing to you and to register your use of your Account and our services;
- where the law or regulation says we must or the police, a Court (or Court order) a government entity, tax authority or a regulatory authority requires or necessitates it;
- where we have a public duty to do so; and/or

- where it is necessary to protect our interests.

### How we use and share your information with other CAF Group companies

14.2 We may use and share your information with other CAF Group companies. This information is used by us and them to:

- assess and process applications, provide you with products and services and manage our (or their) relationship with you;
- understand our customers' preferences, expectations and financial history in order to improve the products and services we offer them;
- carry out financial (including credit) risk assessments and for risk reporting and risk management;
- develop, test, monitor and review the performance of products, services, internal systems and security arrangements offered by CAF Group companies;
- assess the quality of our service to customers and to provide staff training;
- improve the relevance of offers of products and services by CAF Group to our customers;
- recover debt;
- confirm your identity; and
- prevent and detect crime, including fraud and money laundering.

### Sharing your information

14.3 Before we provide services, goods or financing to you, we undertake checks for the purpose of preventing fraud and money laundering, and to verify your identity. These checks require us to process personal data about you:

- the personal data you have provided, we have collected from you, or we have received from third parties will be used to prevent fraud and money laundering, and to verify your identity;
- details of the personal information that will be processed include, for example; name, address, date of birth, address, contact details, financial information, employment details and device identifiers;
- we and fraud prevention agencies may also enable law enforcement agencies to access and use your personal data to detect, investigate and prevent crime;
- we process your personal data on the basis that we have a legitimate interest in preventing fraud and money laundering, and to verify your identity, in order to protect our business and to comply with laws that apply to us. Such processing is also a contractual requirement of the services or financing you have requested;
- fraud prevention agencies can hold your personal data for different periods of time, and if you are considered to pose a fraud or money laundering risk, your data can be held for up to six years.

14.4 As part of the processing of your personal data, decisions may be made by automated means. This means we may automatically decide that you pose a fraud or money laundering risk or if our processing

- reveals your behaviour to be consistent with that of known fraudsters or money launderers; or is inconsistent with your previous submissions; or you appear to have deliberately hidden your true identity. You have rights in relation to automated decision making, please contact the Customer Service team on **03000 123 456**, Monday to Friday 9am - 5pm (excluding English bank holidays).
- 14.5 If we, or a fraud prevention agency, determine that you pose a fraud or money laundering risk, we may refuse to provide the services and financing you have requested, or to employ you, or we may stop providing existing services to you.
- 14.6 A record of any fraud or money laundering risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services, financing or employment to you. If you have any questions about this, please contact us on the details provided. Whenever fraud prevention agencies transfer your personal data outside of the European Economic Area, they impose contractual obligations on the recipients of that data to protect your personal data to the standard required in the European Economic Area. They may also require the recipient to subscribe to 'international frameworks' intended to secure data sharing.
- 14.7 We and other organisations may access and use the information recorded by fraud prevention agencies.
- 14.8 Please contact us if you want to receive details of the relevant fraud prevention agencies.
- 14.9 Unless stated otherwise in the applicable terms, where we share your information in this way as part of our normal administrative requirements for assessing any application from you for an Account or service, this should not affect your credit rating, score or standing.
- 14.10 Where you apply for any product with us, including where you apply jointly with someone else, we may perform a credit search in order to check the details of your credit history with certain credit reference agencies. These searches are in addition to any searches or information sharing referred to in Condition 14.3 and these agencies will keep a record of that search (including details of your application for a product or service with us, and whether or not that application is successful) and, for a short period of time, this can therefore affect your ability to get credit elsewhere. If the results indicate that the product that you are seeking would not be suitable, your application may be declined. If your application is accepted we will file information with these agencies about how you manage your product on an ongoing basis. Where you apply in conjunction with someone else, a financial link between you will be created on the records of these agencies.
- 14.11 We may take whatever action we consider appropriate to meet any obligation relating to the prevention of fraud, money laundering and terrorist activity and the provision of financial services to persons who may be subject to sanctions. This can include investigating and intercepting payments into and out of your Account and investigating the source of or the intended recipient of funds.
- 14.12 We, and the other UK members of the CAF Group of organisations, may use information that we hold about you for assessment and analysis (including behaviour scoring, market and product analysis, and market or customer satisfaction research), to develop and improve our services and to maintain and test any systems that we use in order to provide the Account and our services to you. Where this information is used for statistical reports, the information will be aggregated and will not identify you. Where your information is used for the purpose of system testing, we will take all reasonable steps to ensure that any such testing is carried out in a secure and controlled environment.
- 14.13 When you instruct us to process a transaction, personal information relating to individuals named in the transaction will be provided to such third parties as are required in order to process the transaction in question. Applicable laws and regulations may require that this personal information also be provided to authorities, government bodies and/or regulators, including those outside of the EEA (for example, where you are making a transaction by way of SWIFT or CHAPS) and while we will take appropriate measures to protect personal information in our possession or control against unauthorised or unlawful access or accidental loss, destruction or damage (in accordance with applicable law) we have no ability to guarantee the security of information disclosed to third parties or transmitted over the internet or other communications networks. Transactions cannot be processed unless we make these disclosures, but we will limit the personal information so provided to only that information that is necessary or required in respect of undertaking the transaction you have requested.
- 14.14 You must ensure that the details you provide us for the Account Contact, Account signatories and any other details, are accurate and up-to-date at all times, and you must therefore notify us promptly of any changes.
- 14.15 As mentioned in Condition 2.15, we may monitor and record telephone calls between you and the Bank so that we can ensure we carry out your instructions correctly and to help us improve our service. All recordings made will remain the property of the Bank.
- 14.16 Your personal data is protected by legal rights, which include your rights to object to our processing of your personal data, request that your personal data is erased or corrected and request access to your personal data.
- 14.17 For more information or to exercise your data protection rights, please contact us on the contact details provided.
- 14.18 You also have the right to complain to the Information Commissioner's Office, which regulates the processing of personal data.

## Data protection

- 14.19 You acknowledge that any information provided by you is up-to-date and accurate and you will keep us informed of any changes to the information we hold as soon as possible.
- 14.20 You must read and be aware of CAF Bank's privacy policy, which can be viewed at [www.cafonline.org/privacy](http://www.cafonline.org/privacy) ('Privacy Notice').
- 14.21 Your personal data is processed on behalf of CAF Bank by trusted third parties for the purposes of providing and operating your Account.
- 14.22 We shall, at all times, comply with our obligations and procure that our sub-contractors comply with their obligations under all applicable Data Protection Legislation.
- 14.23 We shall only process personal data for the purpose of lawfully providing, your Account and/or Online Services as appropriate or as otherwise expressly authorised by you under these Conditions or at all.
- 14.24 To the extent that any personal data is required to be disclosed by us to any supervisory authority or pursuant to any legal requirement, such disclosure shall be permitted provided that such disclosure is made subject to adequate obligations of confidentiality.
- 14.25 Each of us shall promptly notify the other, if within 48 hours of a breach, they:
- become aware of a breach of these Conditions in so far as it relates to personal data; or
  - become aware of the loss, damage or destruction of any relevant personal data, and shall take whatever action is necessary to minimise the impact of such event and prevent such events recurring.
- 14.26 You will provide any necessary assistance required to investigate the causes of such incident, liaise with the Information Commissioner's Office or correct any breaches.
- 14.27 We will use appropriate processes to keep the personal data safe.
- 14.28 Upon satisfactory closure of your Account, we will ensure that the personal data we do not need to keep for HMRC and/or regulatory purposes, is securely removed from our systems and any printed copies securely destroyed immediately.

## 15 Tax reporting

### Tax reporting and withholding for customers who are subject to the tax regime of certain other countries.

- 15.1 We may be required by legislation to report certain information about you, any 'controlling persons' and your relationship with us, including information about your Accounts to HM Revenue & Customs (HMRC), which may then pass that information to the tax authorities in another country in line with UK legislation implementing international agreements or treaties for the automatic exchange of information.

- 15.2 Where we are required to report information about you and/or your relationship with us, including information about your Accounts, this information includes (but is not limited to) the Account number, the amount of interest paid or credited to the Account, the Account balance or value, your name, address, country of residence and social security number or tax identification number. In addition we may need you to provide us with further information, documents or certifications about your identity, tax residence, nationality and status or that of your 'controlling person(s)'.
- 15.3 You agree that:
- we may provide any documentation or information to HMRC which they may be obliged to share with an overseas tax authority in accordance with the provisions of any law, legislation or regulation of the UK, including the identity of any 'controlling persons';
  - you will provide to us additional information (including personal information) or documents we need from you (including any personal information in relation to any 'controlling persons'), declarations and certifications that we are required to retain by law within 30 days of us making a request to you to enable us to determine whether your Account details will need to be reported to the tax authorities in line with Condition 15.1 above;
  - you further agree that you have obtained the prior agreement from each relevant person(s) or entity(ies) to, information being processed, transferred and disclosed as set out in this Condition 15;
  - if you do not provide us with the information or documents we need, we will report your details and details of your account to HMRC who will, in turn pass on this information to the tax authorities of the United States, Jersey, Guernsey, Isle of Man and Gibraltar; and
  - we will not be liable to you for any loss you may suffer as a result of our complying with legislation in accordance with this Condition, unless that loss is caused by our gross negligence, wilful default or fraud.
- 15.4 In line with Condition 15.1, you agree to inform us promptly, in writing, if there are any changes that would affect any certifications that have previously been given in relation to:
- your tax residence;
  - the nature of your business;
  - the ownership of your business;
  - the sale or purchase of other businesses;
  - any underlying 'controlling persons'; or
  - the tax residence of any underlying 'controlling persons' of which you become aware.

Note: In Condition 15, 'controlling persons' is defined as the natural person(s) exercising control over the corporation, organisation, partnership, trust, foundation or other entity. This includes anyone exercising ultimate effective control over the entity (including any natural person holding directly or indirectly (solely or in connection with others) 25 per cent of more of the voting rights or shares. If no such person(s) exist then it

includes any natural person who exercises control over the management of the entity (eg the senior managing official). In the case of a trust, controlling persons could include the settlor, the trustees or the beneficiaries, including persons holding equivalent roles irrespective of their title.

## 16 Arranged Overdraft services

- 16.1 You may be able to borrow money from us by way of an overdraft on your Account through our Arranged Overdraft service.
- 16.2 Please remember that the fees and charges applicable to any arranged overdraft on your Account will be in addition to any other fees and charges set out in the *CAF Bank Fee Information Documents* or elsewhere in these *General Terms and Conditions*, your Account Terms, or a product or service which you take out in respect of your Account, and which are applicable to your Account or your use of your Account.
- 16.3 You can contact us to discuss and request an arranged overdraft or an extension to any existing arranged overdraft. We may agree or refuse all or any part of your request in our absolute discretion. Any arranged overdraft that we agree with you following such request will be subject to a written overdraft agreement that we will enter into with you which will set out the set limit of the arranged overdraft, the applicable rate of interest, the date from which the arranged overdraft is available to you and the date on which the availability of the arranged overdraft will end and any amounts borrowed by you are repayable.
- 16.4 When you request an Arranged Overdraft, we will let you know how long it is likely to take for us to consider your request.

## 17 Using money between Accounts (set-off)

- 17.1 If any money you owe us (for example, on a loan, mortgage, Arranged Overdraft or otherwise) is overdue for payment, we may use any money you have in any of your Accounts with us to reduce or repay (by way of set-off or otherwise) what you owe us.
- 17.2 We can use our set-off right, where you have Accounts which are only in your name. We can also use our set-off right where you have Accounts which you hold with another person (X), and you and the other person together owe us money (for example on a joint loan, mortgage or overdraft), as shown below:

Money in Account for:	Set-off against money owed by:
You only	You only
You only	You and X
You and X	You and X

- 17.3 Unless this is not permitted by our regulator or other similar body, we can use our set-off right, where you

have Accounts which you hold with another person (X) and either you or the other person owe us money individually as shown below:

Money in Account for:	Set-off against money owed by:
You and X	X
You and X	You

- 17.4 We can use money you have in your Accounts to pay something you owe us as described above even if there is a court decision against you or you are fined (including interest arising after the date of the final decision or fine), unless the court instructs us otherwise, or we are otherwise prevented by law.
- 17.5 Occasionally we receive legal instructions or notices to hold a customer's money for someone else or to pay it to someone else. If this happens to you, the money available to the other person will be what is left after we add up amounts we owe you on your affected Accounts and subtract amounts you owe us, including any interest arising after the legal instruction or notice, unless we decide otherwise or we are otherwise prevented by law.

## 18 General limitations on our liability to you

- 18.1 In addition to any specific limitation on our liability set out elsewhere in these Conditions, the Account Terms and any terms and conditions relating to a service of the Bank that you use, we shall not be liable to you, whether in contract, breach of statutory duty, or otherwise (including because of our negligence), for any loss of profit, loss of business, revenue, goodwill, profit or anticipated savings, reputation or any other reasonably unforeseeable purely financial loss arising from any failure or delay in fulfilling our obligations under these Conditions, the Account Terms and any terms and conditions relating to a service of the Bank that you use.
- 18.2 Only these Conditions, the Account Terms and any terms and conditions relating to a service of the Bank that you use apply to the relationship between you and the Bank, and all other warranties, conditions and other terms that could otherwise be implied are expressly excluded from the relationship between us.
- 18.3 However, nothing in these Conditions, the Account Terms and any terms and conditions relating to a service of the Bank that you use shall limit or exclude our liability to you for death or personal injury or for any fraud or fraudulent misrepresentation by us or our representatives.

## 19 Regulatory protection

### Financial Services Compensation Scheme

- 19.1 CAF Bank is a member of the Financial Services Compensation Scheme (FSCS) established under the Financial Services and Markets Act 2000. The FSCS can pay compensation to eligible depositors if a bank is unable to meet its financial obligations.



19.2 For further information about the scheme, including the amounts covered and the eligibility to claim, please refer to the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or contact the FSCS at 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU (Tel. 0800 678 1100 or 0207 741 4100).

### Complaints handling and the Financial Ombudsman Service

19.3 If you have a complaint and would like details of our complaints procedure please call our Customer Service team on 03000 123 456 between 9am and 5pm on a Working Day. The team is fully trained in matters of this nature and all calls are recorded. Alternatively you may write to us at our registered address, email us at [cafbank@cafonline.org](mailto:cafbank@cafonline.org) or visit our Website where full details of our complaints process can also be found.

19.4 We aim to resolve all your concerns internally and promptly. We aim to answer all payment service complaints within a time period of 15 business days. Exceptional circumstances beyond our control means we may take up to 35 business days. Complaints that are not about a payment service will be responded to within eight weeks. If you are not satisfied with our final response or if eight weeks have passed since you first raised your complaint with us, you have the right to refer your complaint to the Financial Ombudsman Service. You can contact the service:

- in writing: **Financial Ombudsman Service, Exchange Tower, London E14 9SR**
- by email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)
- by telephone: 0800 023 4567 or 0300 123 9123
- by fax: 0207 964 1001.

19.5 If you are an organisation whose annual income exceeds £6.5m, or you have more than 50 employees, or you are a micro-enterprise with a turnover or annual balance sheet of £5m or more, your rights to access the service may be restricted or not available. Further information on the Financial Ombudsman Service is available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Distance Marketing Regulations 2004

19.6 You have 14 calendar days from the date on which your Account is opened to give us written notice that you wish to cancel. Such notice must be given in writing and sent to **CAF Bank Ltd, 25 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JQ**. If you decide to take this option, we will repay any credit balance outstanding on your Account in full, together with any interest earned whilst we have held your funds. You will not incur any charges for closing your Account.

19.7 If you do not exercise your right to cancel under the Distance Marketing Regulations, you can still close your Account in the way described in Condition 5.

## 20 Amendments to the terms and conditions relating to your Account

20.1 We may alter these Conditions and/or the Account Terms (and/or any terms and conditions relating to a service of the Bank that you use) from time to time by giving not less than two months' written notice to you.

20.2 We do not need to give you prior notice as stated in Condition 20.1 where:

- the alteration is a change that could be reasonably considered to be to your advantage; or
- is a change to the variable interest rates of a variable rate; or
- where at anytime there is a change (or we reasonably expect that there will be a change):
  - in the costs we incur in providing the Account (including, but not limited to, funding costs such as a change to the Bank of England base rate); or
  - in the requirements of any law, regulation, code or industry guidance that is applicable or industry guidance that is applicable or relevant to us;

in which case, in amending our interest rates, we will respond in a fair and proportionate manner to any such change or expected change.

20.3 Such changes can be made immediately but we will tell you about them within 30 days. Where you are registered as a user of our Online Service, we may tell you about any such change by displaying a notice in the Online Service section of our Website.

20.4 As mentioned in Condition 5.3, where you have been notified of changes and where the provisions of Condition 20.2 do not apply, you have the right to close your Account immediately without charge prior to the proposed date of change. If you do not notify us that you wish to so close your Account prior to the proposed date of change, you will be deemed to have accepted the changes.

20.5 We welcome your feedback on all aspects of our service, including the terms and conditions. Please contact us with any feedback at any time by telephone, in writing, by email to [cafbank@cafonline.org](mailto:cafbank@cafonline.org) or, for users of our Online Service, via our messaging facility.

## 21 General

21.1 You may not pass on to anyone else any of the rights, obligations or interests created in these Conditions, the Account Terms and the terms and conditions relating to a service of the Bank that you use but, subject to any legal requirements, we may do so at any time.

21.2 Apart from our customer and the Bank, no other person has any right to enforce any of the terms of these Conditions, the Account Terms and the terms and conditions relating to a service of the Bank that you use.

21.3 Each of these Conditions, each provision of the Account Terms and each of the terms and conditions relating to a service of the Bank that you use is separate from all other Conditions, provisions and terms and conditions, so that if one is found to be invalid or unenforceable this will not affect the validity of any of the others.

21.4 We may occasionally allow you extra time to comply with your obligations or decide not to exercise some of our rights. However, we can still insist on the strict

application later on of these Conditions, the Account Terms and the terms and conditions relating to a service of the Bank that you use.

- 21.5 These Conditions, the Account Terms and the terms and conditions relating to a service of the Bank that you use are governed by, and are to be construed in accordance with, English law.
- 21.6 You and we agree that we are both subject to the jurisdiction of the courts in England and Wales.
- 21.7 These Conditions, the Account Terms and the terms and conditions relating to a service of the Bank that you use are only available from us in English and whenever we communicate with you we will do so in English. We will only accept communications and instructions from you in English.

## About Charities Aid Foundation (CAF)

We're a charity, owner of a bank and champion for better giving, and for over 90 years we've been helping donors, companies and charities make a bigger impact. For charities, we provide the insight, advice, financial support and expertise to help you perform at your best.

### CAF Bank

CAF Bank is a subsidiary of CAF which provides day-to-day banking, designed for charities. Whether you want a current account for transactional banking, access to a suitable secured loan facility or a deposit account with instant access, we can help.

**We are CAF and we make giving count.**

T: 03000 123 456

E: [cafbank@cafonline.org](mailto:cafbank@cafonline.org)

W: [www.cafonline.org/caf-bank](http://www.cafonline.org/caf-bank)

Telephone calls may be monitored or recorded to comply with relevant legislation and for training purposes. Lines are open Monday to Friday 9am - 5pm (excluding English bank holidays).

CAF Bank Limited (CBL) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 204451. Authorisation can be checked on the financial services register at [www.fca.org.uk](http://www.fca.org.uk)  
CBL Registered office is 25 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JQ. Registered under number 1837656. CBL is a subsidiary of Charities Aid Foundation (registered charity number 268369).