

# iBusiness Banking

## Terms & Conditions



## **1. Terms & Conditions Governing iBusiness Banking**

iBusiness Banking (as defined below) is provided by AIB Group (UK) p.l.c. t/a Allied Irish Bank (GB) (including its successors and assigns), referred to in the Agreement as 'we', 'our', 'us' or 'the Bank', to the Customer (including its successors and assigns) identified in the Application Documents, and referred to in the Agreement as 'you', 'your', or the 'Customer' subject to the Terms & Conditions (referred to as the 'Terms & Conditions') set out below and the Agreement, as defined. Reference to 'both of us' refers to both the Bank and the Customer.

Both the Bank and the Customer agree as follows:

## **2. Definitions**

Words in bold print in this Section 2 shall have the meaning set under them for the purposes of the Agreement, and, where the context admits, the singular form shall include the plural and vice versa.

### **Access Codes Procedures and Devices**

The Codes procedures and devices required from time to time for the purposes of access to and use of the Services which include, without limitation, the User ID, the Digipass and your Digipass PIN Code, Service User Number.

### **Account**

The Account or Accounts held by the Bank in the Customer's name, whether in sole or joint names, and any other accounts held by the Customer with any subsidiary, or associated company of the Bank, designated by the Customer for the Services.

### **Agreement**

The Agreement concluded between both the Bank and the Customer for the provision of the Services which shall consist of the Application Documents, these Terms & Conditions and the User Guide, or any amendment, variation, replacement or substitution thereof from time to time.

### **Application Documents**

The form (or any amendment, variation, replacement, substitution or any document supplemental to it) entitled the 'iBusiness Banking Application Form' executed by the Customer or on the Customer's behalf and such additional resolutions and documentation as may be required by the Bank.

### **Autorec**

A formatted file containing all Balance and Ledger details for account reconciliation purposes.

### **Bacs**

An electronic funds transfer service operated by Bacs Payment Schemes Limited (BPSL), which allows Bacs customers to input certain debit and/or credit transactions directly into the United Kingdom clearing system.

### **Bacs Payment**

The transfer of funds by the User at the debit of the Account for credit of an account domiciled with a financial institution with an APACS Sorting Code, within the United Kingdom, other than the Bank.

### **Bacs User Number or Service User Number**

The unique number given to participants who are authorised to use the Bacs system.

### **Business Day**

A day on which the Bank is open for general banking business in Great Britain. A 'Non-Business Day' shall be construed accordingly.

### **CHAPS Payment**

An electronic same day value sterling payment from one CHAPS member settlement bank to another.

### **CHAPS Working Hours**

9.30am to 5.25pm on Business Days.

### **Customer Contact**

The person appointed by the Customer and who is so named in the Application Documents.

### **Cut-off times**

The cut-off times for receipt of the Customer's instructions to the Bank in respect of the Services on a Business Day, as detailed in the User Guide or as otherwise notified to the Customer.

### **Direct Debit**

An instruction to another financial institution with an APACS Sort Code to debit their customer's account and to the originator's bank to credit the originator's account for the same amount.

### **Direct Debit Indemnity**

The Direct Debit Indemnity given by the Customer to the Bank pursuant to the Terms & Conditions of the Direct Debit Scheme.

### **Direct Debit Scheme**

The Direct Debit Scheme, the operation of which is governed and set out in The Originator's Guide and Rules to the Direct Debit Scheme (as amended from time to time) provided by Bacs Payment Schemes Limited (BPSL) and Vocalink Ltd (formerly Bacs).

### **Faster Payments Service (FPS)**

Faster Payments Service (FPS) is used to make electronic payments to accounts held with other UK banks.

Payments made using iBusiness Banking will be passed to the receiving bank no later than the next Banking Day following your payment instruction.

Payments received from the Faster Payments Service will be credited to your Account within two hours.

### **Funds Transfer**

Intra Account Funds Transfer and Inter Account Funds Transfer effected in sterling at the debit of the Account through iBB.

### **Group**

The Lead Entity and the Group Entities which identify that Lead Entity as such on their Application Documents in accordance with the Agreement.

### **Group Entity**

The legal entity identified as a 'Group Entity' on the Application Documents which is also the 'Customer' for the purposes of the Bank's Agreement with that entity.

### **iBulk Payment Service**

The ability to make bulk payments through the iBB service.

### **iBB Digipass and Personal Identification Number or PIN**

A calculator type device and PIN issued by the Bank to the User upon the instructions of the Customer for use, where relevant, in connection with the User ID and Passphrase.

### **Lead Entity**

The legal entity identified as the 'Lead Entity' on the Application Documents, that is also the 'Customer' for the purposes of the Bank's Agreement with that entity.

### **Local Administrator**

Each person appointed by the Customer and who is so named in the Application Documents to perform on the Customer's behalf some or all of the obligations and the functions required of a Local Administrator under the Agreement. May be one person acting alone or at least two people acting together.

### **Loss**

Any loss, damages, charge, cost, payment or expense, including any arising out of a claim by a third party.

### **Nominated Account**

An Account nominated by the Customer from which the Bank may debit all and any charges, fees or other sums whatsoever arising due or payable to the Bank by the Customer in connection with the Services.

### **Originator Identification Number**

A unique number allocated to each Service User who is authorised to use the Direct Debit Scheme. For Direct Debit Service Users, this number is the same as the Service User Number.

### **PAC**

The Personal Access Code issued by the Bank to certain Users for use in relation to the Services in the manner set out in the Agreement.

### **Passphrase**

Each Passphrase created by the User in the manner directed by the Bank for the purposes of accessing the Services, which is to be used in the manner set out in the Agreement.

### **Payment Authorisation**

May be one person acting alone to approve payments (single Payment Authorisation) or at least two people acting together.

### **Payment Services Regulations (PSR)**

Payment Services Regulations or 'PSR' means the Payment Services Regulations which came into effect in the UK on 1 November 2009.

### **Services or iBusiness Banking or iBB**

The electronic banking services which the Customer has requested in the Application Documents, which are described in the User Guide and the other Agreement Documents and which the Bank has agreed to provide the Customer from time to time, including the means (for example, by access to any website) provided by the Bank to the Customer to enable the Customer to access those Services.

### **SEPA (Single Euro Payments Area)**

SEPA means the Single Euro Payments Area as defined by the European Payments Council as being the area where citizens, companies and other economic actors will be able to make and receive payments in euro, within Europe whether between or within national boundaries under the same basic conditions, rights and obligations, regardless of their location.

**Standing Orders**, also known as regular payments, mean a regular instruction to take a payment from your Account and credit it to another UK bank

### **Users**

Users means each person appointed by you as a User (including the Local Administrator, appointed by you in the Application documents and those persons appointed by the Local Administrator) who is authorised to access and use the Services on your behalf in accordance with the level of authorisation granted by you or your Local Administrator.

### **User Guide**

The manual entitled the 'iBusiness Banking User Guide' is accessible to the Customer via the Bank's website which contains detailed information and instructions regarding iBusiness Banking and any substitution, amendments or additions thereto issued by the Bank to the Customer from time to time at the Bank's absolute discretion.

### **User ID**

The identification codes allocated to the Customer's Users by the Bank or the Customer's Local Administrator for the purpose of availing of the Services.

### **Website**

Any web page operated by the Bank through which the Bank provide the Services to an iBusiness Banking Customer.

## **3. General**

- 3.1 On acceptance by the Bank of the Customer's completed Application Documents both the Bank and the Customer will be subject to the Terms & Conditions of the Agreement.
- 3.2 In the event of any conflict or ambiguity between any of the documents comprising the Agreement, then these Terms & Conditions will prevail.
- 3.3 Both the Bank and the Customer acknowledge that other terms and conditions may also apply by Agreement or by operation of law.

#### **4. The Services and How the Customer should have Access and use the Services**

- 4.1 The Bank is authorised to issue or make available Access Codes Procedures and Devices to the Users as appropriate. It is the Customer's and each User's responsibility to ensure that the Access Codes Procedures and Devices are kept confidential and are kept securely by the Customer and the Users at all times, particularly when not in use.
- 4.2 For the avoidance of doubt, neither the Customer nor the Users are permitted to share Access Codes Procedures or Devices with anybody
- 4.3 The Customer can access the iBusiness Banking User Guide at any time from the Bank's website. The Bank will provide the Services to the Customer in the manner and for the purposes set out in the Agreement.
- 4.4 The Customer is solely responsible for selecting, appointing and ensuring the suitability and integrity of the Users in particular, without limitation, the Local Administrator(s) who have extensive powers in relation to the Services and who can (i) appoint Users and (ii) assign User rights to themselves and others, amongst having other powers. The Customer is solely responsible for the actions or omissions of the individuals chosen as Users and shall ensure that each User has read, understood and complies with the Agreement. In particular, the Customer must read the User Guide, as should the Users, as the Customer irrevocably and unconditionally authorises the Bank to act upon all authorisations and instructions sent to the Bank by the Customer or the Users via the Services.
- 4.5 It is the Customer's responsibility to arrange appropriate equipment, support, software and Internet access to allow the Customer or the Users to avail of the Services. It is the Customer's responsibility to ensure they and the Users comply with the local laws or regulations in any jurisdictions in which the Users access the Services.
- 4.6 When using the Services, both the Bank and the Customer agree that neither the Bank nor the Customer will attempt to rely on any Terms & Conditions relating to the accounts if to do so would be an attempt to repudiate or dispute the validity of the Customer's instructions or authorisations relating to or issued through the Services. Both the Bank and the Customer agree that the instructions, authorisations and notifications given through the Services shall be treated as satisfying any legal requirements for communication in writing.
- 4.7 The Bank will take all reasonable steps to ensure that the Services are provided to the Customer in an efficient and timely manner. The Customer agrees that the Bank can temporarily suspend provision of and access to the Services or can withdraw any of the Access Codes Procedures and Devices (without incurring any liability to the Customer) in the event of breakdown, error, defect or malfunction of any part of the Services, or where the Bank in its absolute discretion is of the view that there is a security issue.
- 4.8 Because of the nature of electronic communication, the Customer acknowledges and agrees that the Bank cannot guarantee that the Services will be free from interference by third parties or will be private and confidential. The Customer's access and use of the Services are at the Customer's own risk and the Customer is responsible for ensuring that it keeps its equipment and software used to access and use the Services well maintained and secure, in particular, but not limited to, by use of firewalls, by use of antivirus software, by installing and updating patches or fixes or by installing new versions or releases of software where appropriate. In respect of security or maintenance of the Customer's equipment or software, for the avoidance of doubt, the Bank will not be responsible or liable for any loss arising from any act or omission of the Customer, a third party or the Bank.
- 4.9 Use of the Access Codes Procedures and Devices is sufficient evidence for the Bank to assume that it is dealing with Users without any requirement to make any further enquiry. The Customer will ensure that all instructions or authorisations given by its Users are clear, accurate, correct and complete, and that their use of the Access Codes Procedures and Devices is in accordance with this Agreement.
- 4.10 The Customer must immediately notify the Bank by phone and confirm in writing the Customer's cancellation of a User or if the Customer becomes aware that there has been a breach of security in respect of Access Codes Procedures and Devices. The Bank may, in its absolute discretion, accept and act on any phoned cancellation or notification without further enquiry as to the identity or authority of the caller. If the Bank accepts such phoned notice, it will, as soon as is practicable, withdraw the notified User's Access Codes Procedures and Devices and take any such action as it deems necessary. This action is without prejudice to the validity of any action taken by the Bank on the basis of instructions or authorisations transmitted via the Services by that User prior to the Bank's withdrawal of the notified User's Access Codes Procedures and Devices.
- 4.11 The Customer must carefully examine any information provided by the Bank to the Customer or by the Customer to the Bank through the Services. The Customer must notify the Bank immediately if the Customer becomes aware of:
- (i) Any failure or delay in either the Customer or the Bank receiving any authorisations or instructions through the Services.
  - (ii) Any failure or delay in effecting any payment or transfer of funds made or to be made through the Services.

- (iii) Any known or suspected error or fraud in or affecting the use of the Services.
- (iv) Any programming error, defect or corruption of the Services.
- (v) Any incorrect information, including in respect of the Accounts provided as part of the Services.
- (vi) Any misuse of, or breach of confidentiality in respect of the Access Codes Procedures and Devices.

The Customer shall assist the Bank and facilitate the Bank in relation to any remedial steps proposed by the Bank in relation to these matters and the Bank may require the Customer to provide written confirmation or further details.

- 4.12 In the event of any dispute regarding the Customer's use of the Services the records kept by the Bank shall be Prima Facie proof for the purposes of resolving such dispute.

## 5. Groups, Group Entities and the Lead Entity

If the Customer has opted to be part of a Group, as either a Group Entity or a Lead Entity:

- (i) Each member of the Group agrees that the Lead Entity is exclusively authorised to determine who shall be a User and the level of authorisation given to each User.
- (ii) Each member of the Group agrees that the Lead Entity is exclusively authorised to add new members to the Group and the Lead Entity may remove existing members from the Group.
- (iii) Each member of the Group agrees that each other member of the Group may terminate its Agreement with the Bank in so far as it is related to that other member. If the Lead Entity terminates its Agreement with the Bank, the Bank's Agreement with each member of its Group will automatically terminate without notice on the same date unless each Group Entity appoints a replacement Lead Entity and executes such additional resolutions and documentation as may be required by the Bank.
- (iv) Each member of the Group separately agrees with the Bank and each other that the Users authorised by the Lead Entity may gain access to information relating to its accounts and the carrying out of transactions on its own accounts.

## 6. Joint Liability and the Survival of Rights

- 6.1 When the Customer is part of a Group or if an Account is maintained by two or more legal entities, each member of the Group or each of such legal entities, as the case may be, shall be jointly and severally liable to the Bank for all liabilities arising from the use by one of them of the Services, notwithstanding that the liability may not have been created on instruction or authorisation of all of the members of the Group or all of such legal entities. All of the members of the Group or all of such legal entities, as the case may be, shall be jointly and severally liable notwithstanding any amendment or

suspension or withdrawal of the Services, the termination of any membership of the Group or the termination of the operation of a Joint Account.

- 6.2 Notwithstanding the event of the Customer's death or contractual incapacity, all actions taken by the Bank under the Agreement (including payments made by the Bank) shall be valid and binding upon the Customer, the Customer's personal representatives, administrators, successors and/or the Customer's estate if made prior to receipt by the Bank of written notice of the Customer's death or contractual incapacity.

## 7. The Information the Customer gets from the Bank when using the Services

Any information provided by the Bank to the Customer as part of the Services shall not be taken as conclusive evidence of the accuracy and completeness of any information in relation to the relevant accounts. Any such information may subsequently be adjusted at any time. The Customer agrees and acknowledges that the Bank shall not have any liability for any loss suffered by the Customer by reason or in consequence of the Customer's reliance upon any information received through the Customer's use of the Services, financial or otherwise.

## 8. Payment Instructions and cut-off times

- 8.1
- (i) Any payment instructions in respect of the accounts issued by the Customer via the Services must be received by the Bank prior to the relevant cut-off times, in order to be dealt with by the Bank on that Business Day. Any payment instructions in respect of the accounts issued via the Services received by the Bank on a Non-Business Day will be dealt with on the next Business Day unless the Customer is otherwise notified through the Services. The Bank is not responsible for any delay in the processing of International Payment instructions where the date of receipt of payment in the recipient jurisdiction is not a Business Day in that jurisdiction or in the jurisdiction of the payment currency.
  - (ii) Any instruction to recall payment instructions must be received by the Bank prior to the relevant cut-off times in order that the funds may be re-credited to the Account on the same Business Day.
  - (iii) The Customer should ensure that payment instructions intended to enable payment from an Account are given in a timely manner.
- 8.2 The Customer must not attempt to create an unauthorised debit balance on any Account or to extend an expressly agreed overdraft beyond an authorised limit approved by the Bank on any Account through the use of the Services. If the Customer does so, the Bank has full authority, at its sole discretion, to take such action as the Bank deems necessary to prevent or remedy such



- situation, including but not limited to rejecting the instruction or reversing any transaction. The Customer irrevocably agrees to take such action as the Bank may require to give effect to the provisions of this Condition.
- 8.3 Subject to Clause 8.2, when using the Services the Customer may seek to make payments from all (not each) of the accounts up to a maximum payments amount during any particular Business Day. Details of this maximum payments amount, how it is determined, and how it applies in the case of a Group, are all set out in the User Guide. The Bank may, at its absolute discretion, notify the Customer with immediate effect of any increase or decrease in the maximum payments amount. If the Customer seeks to make payments in excess of the maximum payments amount which applies to the Customer on a particular Business Day the Bank reserves the right, at its discretion, to accept or reject any or all of such payments.
- 8.4 Status acknowledgements of payment instructions given through the Services have the meanings detailed in the User Guide. Confirmation of a payment instruction given through the Services should be taken as an indication of receipt of the instruction only and not that the instruction has been actioned. The onus is on the Customer to seek clarification as to whether the Bank has received the Customer's payment instruction if this has not been confirmed through the Services.
- 8.5 Notwithstanding any other provision of this Agreement, including the other sections in this Clause 8, the Bank may, at its discretion, monitor a payment instruction issued in respect of the accounts, for whatever reason, and/or verify a payment instruction which may delay the processing of that instruction, for whatever reason. The Bank will not be responsible or liable to the Customer or any third party for any loss arising as a result of the Bank exercising or not exercising either such discretion.
- 8.6 International Payments
- (i) As the holder of an Account the Customer may avail of the Bank's International Payment services under which the Customer can make and receive International Payments by a number of different means.
- (ii) In order to make an International Payment the Customer must comply with applicable procedures including completing the relevant payment instruction online. The Customer is solely responsible for the accuracy of each such instruction. The Bank is not responsible for any delay or error which arises from incomplete, unclear, inconsistent or mistaken instructions which the Customer gives to the Bank. Where the Customer gives the Bank inconsistent instructions (for example, where the receiving bank's BIC and its name and address details do not match) the Bank shall not be liable for acting in accordance with any part of those instructions.
- (iii) The Bank will take reasonable steps to ensure that each International Payment that the Customer instructs the Bank to make (in a manner which is in compliance with the applicable procedures) and which the Bank accepts for execution, is made in accordance with the Customer's instructions in a timely manner. The Bank's ability to execute a payment instruction in a timely manner will be dependent on the Bank receiving the relevant instruction before the cut-off time. Clause 8.1(i) shall apply to any instruction received after the cut-off time. Any payment execution timeframe that the Bank may indicate is indicative only and the Bank does not guarantee that it will be met in the case of every International Payment.
- (iv) The Bank will accept a payment instruction for execution when the Bank is satisfied that: (a) the Customer has sufficient cleared and available funds in the Account to meet the payment concerned and all associated charges; (b) the Customer has duly completed and authorised the payment instruction; and (c) all other conditions required by the Bank have been fulfilled. If the Bank does not accept a payment instruction, the Bank will inform the Customer of the reason unless restricted by law or regulation from doing so.
- (v) The Bank may, but shall not be obliged to, operate from time to time such security procedures as the Bank considers appropriate including making call backs to Customers or Users. The Bank shall not be liable for any delay or failure in making any payment as a result of such procedures.
- (vi) When the Customer avails of the International Payment services, the Customer (as sender) and/or the receiver will be liable to pay the applicable charges. These comprise the Bank's charges and the charges of all third parties involved in making the payment, including intermediary bank(s) and the receiver's bank. Details of the charges which the Bank applies are contained, for International Payments, in the current iBusiness Banking Fees and Charges (available at any Allied Irish Bank (GB) branch). In the case of some types of International Payments, the sender is liable for the sender's bank's charges and the receiver is liable for all other charges including those of intermediary banks and/or the receiver's bank and these will usually be deducted from the payment amount. In the case of other types of International Payments the sender may specify whether the sender or the receiver will pay all the charges or whether the sender will pay the sender's bank's charges and the receiver will pay all other charges. The Bank may debit the Account with all charges for which the Customer is liable as the sender of a payment. Any charge that the

Customer is liable to pay as receiver of a payment will be deducted from the payment before it is lodged to the account or debited separately to the Account. The Bank may debit the Account even if such debit causes the Account to be overdrawn.

- (vii) If the Customer wishes to make an International Payment in a currency other than the currency in which the Account is denominated, a currency conversion will be required. The exchange rate used for such a conversion will be the rate applicable at the time the payment is accepted rather than at the time the relevant instruction is received, unless a Forward Contract rate is used. If a currency conversion rate is booked with the Bank, the Customer has two business days in which to use this rate. If the rate remains unused after this time the Bank will reverse the conversion at the market rate and any subsequent costs will be charged to the Customer's account. If the Customer instructs the Bank to make a payment in a currency other than the currency of the receiver's account the receiver's bank may convert the payment into the currency of the receiver's account.
- (viii) The Bank may use intermediary or agent banks and clearing and settlement systems of its choice to execute any International Payment. The Bank shall not be liable for any delay or failure caused by any intermediary or agent bank or any clearing or settlement system.
- (ix) To the extent permitted by law, and notwithstanding anything to the contrary herein, the Bank shall not be liable for, and shall be indemnified in full by the Customer against, any loss that the Customer or the Bank may suffer arising out of or in connection with the Customer's use of the International Payment services (whether as the sender or receiver of an International Payment) unless such loss is caused by the Bank's fraud, wilful default or negligence. In no circumstances will the Bank be liable for any increased costs or expenses, or for any loss of profit, business, contracts, revenues or anticipated savings or for any special, indirect or consequential damage of any nature whatever.
- (x) The Customer agrees that the Bank may hold and process information about the Customer for the purposes of providing International Payment services and may disclose such information to any other third parties or agents involved directly or indirectly in the provision of such services.
- (xi) International Payments are currently made by the Bank via the Belgium based Society for Worldwide Interbank Financial Telecommunications (SWIFT). SWIFT processes payments on behalf of financial institutions worldwide and is currently the only organisation providing such a service. All transactions

processed in Belgium are replicated in a back-up system ('mirror site') in the United States of America (US). Maintaining a geographically separated back-up infrastructure to ensure continued operation is in line with international standards and supervisory requirements. On foot of official subpoena(s), transaction data held in the US 'mirror site' may be disclosed to US or other authorities for the purposes of combating terrorism and other serious crimes. Therefore, any information the Customer provides to the Bank in order to effect a payment instruction could potentially be disclosed to the US authorities, and by instructing the Bank to execute a payment instruction the Customer is implicitly giving his or her consent to such a disclosure. The Bank reserves the right to amend this notice at any time and the Customer should regularly check for any amendments.

## **9. The Fees and Charges for the Services**

The Customer agrees to pay to the Bank such Fees and Charges as the Bank may apply for the provision of the Services. The Bank reserves the right to vary the basis of existing Fees and Charges for the Services at any time by giving the Customer not less than two months prior notice. Details of Fees and Charges are available on request from the Bank. Fees and Charges in relation to the Services are payable in addition to the fees or charges which may be payable in relation to the Accounts under the Terms & Conditions relating to the Accounts, or fees or charges for transactions or any other payments which may be payable to the Bank otherwise than in accordance with the Agreement. The Customer authorises the Bank to debit the amount of all fees and charges incurred by the Customer for the Services to the nominated Account or, in the absence of a nominated account, such Account as the Bank may in its discretion think fit, even if that causes the relevant Account to become overdrawn. Fees and Charges incurred in the provision of the Services are charged to the Customer on a quarterly basis.

## **10. Liability in Relation to the Agreement**

- 10.1 Without prejudice to the exclusions in Clause 10.2, and notwithstanding any other provision, to the extent permitted by law, the Bank shall not be liable for any loss suffered by the Customer in connection with this Agreement except to the extent directly attributable to the Bank's fraud or gross negligence. The Customer will be responsible for any loss on the Account which arises due to the Customer's or User's fraud. If the Customer or User fails to take reasonable care and this causes any loss on the Account the Customer may be responsible for this loss. This may arise if the Customer or the User has failed to observe the requirements of this Agreement and in particular paragraphs 4.1, 4.2 and 4.8.

10.2 The Customer acknowledges and agrees that the Bank shall not be liable for any loss which arises as a result of:

- (i) Any total or partial failure of performance of the Bank's duties and obligations occasioned by an act of God, fire, act of Government or State, war, civil commotion, insurrection, embargo, telecommunications services, failure of any computer system, prevention from or hindrance in obtaining any energy, labour disputes (of whatever nature and whether involving the Bank's employees or otherwise) or any other reason or circumstances (whether or not similar in kind to any of the above) beyond the Bank's control.
- (ii) The non-availability, non-functioning or malfunctioning of the Services.
- (iii) Any corruption of data, any breakdown, interruption or errors caused to the Customer's software or hardware as a result of using the Services.
- (iv) Any action or inaction taken by or against the Bank as a result of any action of a government authority, a legal order or legal proceedings, relating to the Customer, the accounts or the Customer's use of the Services.
- (v) Any failure by the Customer to use the Services in accordance with the Agreement or the Customer's misuse or abuse of the Services.
- (vi) The Bank's failure to act in accordance with any instruction or authorisation from the Customer where there are insufficient funds in the relevant Account to effect a transaction or if the transaction, if effected, would result in any applicable limits being exceeded.
- (vii) Any act, delay or error by a third party, including another financial institution, including failure by a third party to accept, or acknowledge receipt of funds, or for any delay by the Bank in advising the Customer, and/or crediting the Customer's Account, if an instruction is not successfully processed by a third party.
- (viii) Reliance upon any information received through the Services.
- (ix) Disclosure of information to unauthorised persons as a result of the transmission of such information through the Internet.

10.3 The Customer agrees that under no circumstance shall the Bank be liable for any indirect, special, incidental or consequential loss (including any suffered by the Customer as a result of an action brought by a third party and also including any lost profits or other opportunities) even if that loss was reasonably foreseeable, or even if the Bank had been advised of the possibility of the loss being incurred.

10.4 The Customer agrees to reimburse the Bank fully against all loss suffered or incurred by the Bank and all claims made

against the Bank in relation to the Agreement provided that the Bank will not be entitled to reimbursement in respect any loss or claim attributable solely to the Bank's fraud or negligence. For the avoidance of doubt, in the case where any Account is held with a subsidiary or associated company of the Bank, such subsidiary or associated company shall be entitled to reimbursement.

10.5 For the avoidance of doubt, if the Customer is a Direct Debit Originator under the Direct Debit Scheme, the Bank shall be entitled to the benefit of the Direct Debit Indemnity given by the Customer to the Bank in relation to the Direct Debit Scheme. The right to reimbursement in Clause 10.4 is given in addition to any Direct Debit Indemnity given by the Customer to the Bank under the Direct Debit Scheme. The Agreement shall not operate to deprive the Bank of the ability to rely on the Terms & Conditions of the Direct Debit Scheme.

10.6 The Direct Debit Scheme is solely a method of collecting funds, and the Bank is not responsible for any underlying contracts between the Originator and the Payer.

10.7 The Bank does not make any representations or warranties to the Customer concerning the Services and the Bank excludes any representations, warranties, terms and conditions, whether express or implied and whether statutory or otherwise to the fullest extent permitted by applicable law in connection with the Services.

## **11. Representation and Warranty**

If the Customer is a company, the Customer hereby represents and warrants to the Bank that the Customer is entitled and authorised to enter into the Agreement, that the provisions of the Agreement constitute legal, valid and binding obligations on the Customer, do not contravene the Customer's Memorandum and Articles of Association, any other constitutional documentation, or any other governing authority, nor do they constitute a breach of any agreement or other instrument which is binding on the Customer.

## **12. Termination**

12.1 The Bank may terminate the Agreement on giving two months inclusive of Non-Business Days prior notice in writing to the Customer. The Customer may terminate this Agreement at any time by notice in writing to the Bank.

12.2 The Bank may immediately terminate the Agreement without notice:

- (i) Upon any breach by the Customer or, if the Customer is part of a Group, by any member of that Group, of the Terms of the Agreement or any other agreement between the Bank, a subsidiary of the Bank or an associated company of the Bank and the Customer or any member of the Customer's Group.
- (ii) If the Customer is declared bankrupt or commits any act of bankruptcy.



- (iii) In the event that the Customer is a company deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any amendment thereto, or if an encumbrancer takes possession of, or receiver (or administrator as appropriate) or trustee is appointed over any of the property or assets of the Customer, or any other similar action and consequence is taken against or suffered by the Customer, or insolvency proceedings (voluntary or otherwise) are instituted in relation to the Customer.
- (iv) On the happening of any event of default in relation to any credit or other facility afforded by the Bank to the Customer.

12.3 Notwithstanding anything otherwise stated in this Agreement, the Bank reserves the right to immediately suspend or withdraw provision of the Services or withdraw the Access Codes Procedures and Devices (without incurring any liability to the Customer):

- (i) In the event of breakdown, error, defect or malfunction of any part of the Services.
- (ii) If the Bank has any suspicion that any Access Codes and Procedures have or may have been disclosed to or used by any unauthorised person.
- (iii) If the Bank believes that the Services are being used negligently, illegally or fraudulently.
- (iv) If the Bank in its absolute discretion thinks there is a security issue or other exceptional circumstances exist.

12.4 There will be no refund of any fee or charges on termination of the Agreement and any amount for which the Customer is liable on the date of termination shall become immediately payable on that date. Any termination of the Agreement is without prejudice to the Customer's continued liability for any outstanding indebtedness.

12.5 The Bank reserves the right to process or cancel any transactions in progress on termination of this Agreement or on suspension or withdrawal of the Services. The Bank is not responsible for any loss the Customer may incur as a result of any payments not being processed as part of the Services after termination of the Agreement or after suspension or withdrawal of the Services.

### 13. Variations

13.1 The Bank reserves the right to alter the Agreement at any time. Any such alteration shall be effective two months inclusive of Non-Business Days after the date of the notice of such alteration issued to the Customer (unless otherwise specified by the Bank), or on the Customer's subsequent use of the Services following receipt of such notice, if earlier.

13.2 The Bank reserves the right to alter the User Guide at any time. Notwithstanding Clause 13.1, any such alteration shall be effective two months inclusive of Non-Business Days after the date of the notice of alteration given to the Customer.

13.3 The Bank reserves the right to alter the Debiting Day without notice:

- (i) Upon transfer of the Account to another financial institution.
- (ii) Upon any breach by the Customer or, if the Customer is part of a Group, by any member of that Group, of the Terms of the Agreement or any other agreement between the Bank, a subsidiary of the Bank or an associated company of the Bank and the Customer or any member of the Customer's Group.

13.4 If the Customer wishes to alter any of the details in the Application Documents, any such alteration shall be effected at the Bank's discretion, subject to receipt by the Bank of documentation in such form as the Bank may direct or require signed by the authorised signatory or signatories appointed in the Customer's Application Documents.

### 14. Notices

14.1 Unless otherwise provided in the Agreement, any notice required to be given by the Customer to the Bank in connection with the Agreement shall be given in writing and sent by post addressed to the Bank at eChannels, Allied Irish Bank (GB), 51 Belmont Road, Uxbridge UB8 1RZ

14.2 Unless otherwise provided in the Agreement, notice required to be given by the Bank to the Customer shall be given, at the Bank's option:

- (i) By post, by telephone, by fax or by email to the postal address, telephone number, fax number or electronic mail address that the Customer notifies to the Bank.
- (ii) By advertisement published in at least one national daily newspaper.
- (iii) By publishing the notice on the website. Where a notice is given to the Customer under (i) above, it will be given to the Customer Contact, the Local Administrator, a director or the company secretary (if the Customer is a company) or a senior member of management of the Customer or, if the notice principally relates to the BACSTEL-IP Service, then to any of these persons or to the Customer's BACSTEL-IP Customer Contact.

14.3 Notice by the Bank to the Customer shall be deemed to have been received:

- (i) Within 48 hours of its transmission by post.
- (ii) At the time of its communication in the case of notice by telephone.
- (iii) At the time of its being sent in the case of notice by fax or email.
- (iv) 48 hours after the date of it being published by newspaper.
- (v) At the time that it is published on the website in the case of a notice given by that means.

## 15. Indemnity

In consideration of the Bank agreeing at the Customer's request to allow one Administrator (the 'Local Administrator'), to authorise User set-up, modification and authorisation and/or one User to authorise payments (Payment Authorisation), as defined in the Terms & Conditions of the Bank's iBusiness Banking (iBB) product ('the Authority') notwithstanding the Bank's recommendation for two such Administrators and/or Users, the Customer agrees to reimburse the Bank fully against all losses, claims, actions, proceedings, demands, damages, costs and expenses brought against, incurred or sustained by the Bank arising out of or in connection with the Authority. This clause does not affect the Customer's rights under the Payment Services Regulations 2009 or any other legislation in respect of unauthorised or incorrectly executed transactions. Also, the Customer is under no increased duty of care or liability in respect of the observance of the security features of this product than is required under such legislation.

## 16. Intellectual Property

The Customer acknowledges that the Customer does not acquire any intellectual property rights in materials to which the Bank gives it access for the purposes of the Services (including the User Guide) save the personal non-exclusive and non-transferable right to use them as set out in this Agreement. The Customer shall not transfer, assign, sub-licence, delegate or dispose of, in whole or in part, the Customer's licence to use such materials, and ownership of the materials shall at all times remain with the Bank and/or its third party supplier.

## 17. Severance

If any of the provisions of the Agreement is held by any court of competent jurisdiction to be invalid or unenforceable in whole or in part, the validity and enforceability of the remainder of the provision in question and of other provisions shall not be affected by that provision but shall continue in full force and effect.

## 18. Waiver

The waiver by the Bank of a breach or default of any of the Terms & Conditions of the Agreement shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the Bank's part to exercise or avail of any right, power or privilege that the Bank has or may have, operate as a waiver of any breach or default by the Customer.

## 19. Data Protection Notice – How We Use Your Information

In this notice, 'we', 'us' and 'our' refers to AIB Group (UK) p.l.c. which includes First Trust Bank, Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct and AIB Group which refers to Allied Irish Banks, p.l.c., its subsidiaries, affiliates and their respective parent and subsidiary companies. For more information about our group of companies, please visit [www.aibgroup.com](http://www.aibgroup.com).

This notice explains what we will do with your information, so that you can decide whether or not to provide that information to us. It is important that you read it carefully. The personal information requested from you is required to enable us to effectively provide or administer a product or service to you. Failure to supply us with sufficient information may result in us not being able to provide or meet your product/service needs. The information that you provide may be held by us on a computer database and/or in any other way and will be treated confidentially.

### 1. Disclosure of Information:

Information we hold about you will not be disclosed to anyone, outside of AIB Group, other than:

- 1.1 If we are required by law to give the information.
- 1.2 Where we have a public duty to disclose information.
- 1.3 Where disclosure is required for our legitimate business interests.
- 1.4 Where disclosure is made with your consent.

We may use this information in the following ways:

### 2. Products and Services:

- 2.1 To administer the products and services that we supply to you and any future agreements that we may have with you, and to manage and develop our relationship with you.
- 2.2 For direct marketing purposes; to advise you of products or services, where you have given your permission to us through your marketing choices.

### 3. Credit Scoring and Credit Reference Agencies:

- 3.1 We may use automated credit scoring methods to assess your application. Credit scoring takes into account information provided directly by you, any information we may hold about you, and any information we may obtain from other organisations.
- 3.2 We will verify the identity and address of all applicants, including through the use of Electronic Identification. We may also carry out additional verification checks throughout the lifetime of your agreement.
- 3.3 To carry out searches (including verifying your identity and/or a credit search) and disclose information to credit reference agencies for the purpose of assessing applications for credit and credit related services and for ongoing review of credit. Credit reference agencies will record details of each type of search we make, whether or not your application proceeds. We may use credit scoring techniques and other automated decision making systems to either partially or fully assess your application.
- 3.4 Whether you borrow money from us or not, we may regularly give credit reference agencies details of your account and how you use it, including in certain circumstances, details of any payments you have failed to make. These details may include your account balance, credit limit and any arrears. Credit reference agencies may make this information available to other organisations so that they can take decisions about you and your associates.
- 3.5 In relation to joint applications; a 'financial association' may be created between applicants at the credit reference agencies. This association may be considered in future applications by us and other financial institutions.

- 3.6** Please be aware that the presence of several credit searches on your record with a credit reference agency may affect your ability to obtain credit elsewhere for a short period of time.
- 3.7** To review your financial position across AIB Group, including debit and credit balances and security for credit facilities.
- 4. Other Third Parties:**
- 4.1** To provide your personal details to debt collection agencies, tracing agencies, and/or third party processors and contractors, who act on behalf of us, if it is necessary for the performance of a contract and/or to protect the legitimate interests of AIB. The third parties will not be allowed to use your information for anything else.
- 4.2** To whom we transfer, or may transfer any of our rights or obligations under any contract with you.
- 5. Financial Crime Prevention:**  
To prevent and detect fraud, money laundering or other criminal activity; and to trace those responsible.
- 5.1** If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.
- 5.2** Law enforcement agencies may access and use this information.
- 5.3** We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:
- Checking details on applications for credit and credit related or other facilities.
  - Managing credit and credit related accounts or facilities.
  - Recovering debt.
  - Checking details on proposals and claims for all types of insurance.
  - Checking details of job applicants and employees.
- 5.4** We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- 5.5** If other criminal activity is identified, details will be passed to the relevant authorities
- 6. Market Research:**  
To carry out statistical analysis and market research, or to instruct a third party to perform this on our behalf.
- 7. Security and Service Improvement:**  
We may record telephone conversations for additional security, to help resolve complaints and improve our service standards. Conversations may also be monitored for staff training purposes.
- 8. Miscellaneous:**
- 8.1** Under the Data Protection Act 1998 you have the right of access to personal information we hold about you on our records for a nominal fee (currently £10.00). You can exercise this right by writing to the Data Protection Unit, AIB Group (UK) p.l.c., First Trust Centre, 92 Ann Street, Belfast, BT1 3HH.
- 8.2** If any of your personal information held by us is inaccurate or incorrect, please let us know and we will correct it. There is no fee for such corrections.
- 8.3** If you want details of the Credit Reference Agencies, Fraud Prevention Agencies, Debt Collection Agencies or other third parties we use, please contact us.
- 8.4** If you decide to proceed with this product/service or have any other communication with us through or in relation to our products and services, you consent to the use by us of your personal data as indicated above.
- 20. Making a complaint**  
If at any time you are dissatisfied with our service please let a member of staff in your branch (or service outlet) know, giving them the opportunity to put things right as quickly as possible. If you wish to make a complaint you may do so in person, by telephone, in writing and by email. Please be assured that all complaints received will be fully investigated. You can register a complaint through our contact centre, our branches, our website, by phone, by email or in person at your branch. We ask that you supply as much information as possible to help our staff resolve your complaint quickly. We ask that you provide the following information:
- your name, address, Sort Code and Account Number.
  - a summary of your complaint.
  - if feasible, any relevant documentation.
- We value your feedback and will try to resolve your complaint as soon as possible. In the event that your complaint cannot be resolved to your satisfaction you may have the right to refer the matter to the Financial Ombudsman Service. You must refer your complaint to the Financial Ombudsman Service within six months from the date of our final response letter. You can contact them at:
- Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
Telephones: 0800 023 4567  
+44 20 7964 1000 (for calls from outside the UK)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)
- 20. Jurisdiction**  
The Agreement is governed by and construed in accordance with the laws of England and Wales. For the Bank's benefit the Customer agrees to submit to the jurisdiction of the Courts of England and Wales in relation to any claim or proceedings under the Agreement. The Customer further irrevocably submits to any other jurisdiction (at the Bank's sole discretion) in which the Customer has assets or in which the Customer conducts its business and waives any objection to any claim that any suit, action or proceedings have been brought in any inconvenient forum.
- 21. Effective Date**  
These Terms & Conditions are effective from 20th June 2016.



Information correct as at June 2016

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[www.aibgb.co.uk](http://www.aibgb.co.uk)