



GUIDE TO YOUR ACCOUNT
TERMS & CONDITIONS



ESTD 1770

WEATHERBYS
BANK

WEATHERBYS BANK LIMITED IS AUTHORISED AND
REGULATED BY THE FINANCIAL SERVICES AUTHORITY

WEATHERBYS BANK LIMITED
SANDERS ROAD WELLINGBOROUGH NORTHAMPTONSHIRE NN8 4BX
PHONE 01933 304777 FAX 01933 304888
REGISTERED NUMBER 2943300

SECTION 1: GENERAL TERMS

These Terms and Conditions are the contract between you and us.

They explain our obligations to you and your obligations to us and apply to all our banking services, although they may be varied, added to, or reduced, in accordance with Condition 16. If we offer other services in the future, we will make it clear if these general conditions apply to them.

In these Terms and Conditions "we", "us", and "our", mean Weatherbys Bank Limited and "you" and "your" mean the account holder(s). A 'Working Day' means a day other than a Saturday, Sunday or Bank Holiday in England.

You can request a copy of these terms and conditions at any time by requesting them in writing.

1. YOUR ADDRESS

1.1 The address that you (or either/any of you, in the case of joint accounts) give us for each account will be recorded as the registered address for the account. Ordinarily changes of address must be notified in writing. We shall send all communications to the registered address.

2. OPENING AN ACCOUNT

2.1 We are required, by Law, to satisfy ourselves about the identity of any person who seeks to open an account with us, and that you meet the minimum age requirement. We will undertake an electronic search to verify the identity of UK residents. This involves checking the details you supply against those held on any databases that GB Group, our authentication services provider, holds.

2.2 If you are a newly registered owner, the identity and credit search done at registration with GB Group will not usually be repeated, but results may be shared with us to ensure your credit file does not show unnecessary searches, which could be detrimental to you.

2.3 A record of this identity search will be kept that may be used to help other companies to verify your identity. We may also pass information to financial and other organisations involved in money laundering and fraud prevention, to protect ourselves and our customers from theft and fraud.

2.4 If we are unable to satisfy ourselves as to your identity then we may write to you to ask for further identification.

2.5 All Non UK residents will be required to provide certified copies of identification as detailed below.

2.6 Non UK Residents

2.6.1 The legal requirement for the positive identification of prospective clients applies equally to foreign residents. It is for this reason that we will ask you to provide two items of identification, one from each of the following lists.

Either:

Gas, Electricity, Water, Landline Telephone bill
(not invoices, credit card bills, mobile telephone bills)
Bank Statement
EU Drivers Licence

Any items noted above MUST show your address as noted on our records

AND:-

Full Passport (showing in full the page that displays your photograph, with all unique numbers shown).

2.6.2 It is NOT recommended that you post your original identification to us, but copies will be accepted providing a Lawyer or Embassy Consulate or your Bank has certified them. The copy should clearly state the name and address of the person who has made the certification. Uncertified copies will be returned and this may delay the processing of your new account with us.

2.7 Company Accounts

2.7.1 Companies will need to be identified by providing a copy of the certificate of incorporation and three years accounts.

2.7.2 At least two directors will need to be identified and this will be done by electronic searches as above. All those Directors that are traced, that are not a signatory or noted on the account mandate, will be asked to confirm that they understand that an account is being opened and they are not involved with this process.

2.7.3 In addition it will be necessary for all major shareholders in the company to be identified. This will be necessary whether the shareholder is a signatory or not.

2.8 Credit Reference Agencies

2.8.1 A condensed guide to the use of your personal information by ourselves and at Credit Reference and Fraud Prevention Agencies is shown below.

2.8.2 When you apply to us to open an account, we will check the following records about you, and others if relevant (see below):

- our own records;
- those at credit reference agencies (CRAs). When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders. They supply to us both public (including the electoral register) and shared credit and fraud prevention information;
- those at fraud prevention agencies (FPAs).

2.8.3 We will make checks such as assessing this application for credit and verifying identities to prevent and detect crime and money laundering. We may also make periodic searches at CRAs and FPAs to manage your account with us.

2.8.4 If you are making a joint application or tell us that you have a spouse or financial associate, we will link your records together, so you must be sure that you have their agreement to disclose information about them. CRAs also link your records together and these links will remain on your and their files until such time as you or your partner or associate successfully files for a disassociation with the CRAs to break that link.

2.8.5 Information on applications will be sent to CRAs and will be recorded by them. Where you borrow from us, we will give details of your accounts and how you manage it/them to CRAs. If you borrow and do not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace your whereabouts and recover debts that you owe. Records remain on file for 6 years after they are closed, whether settled by you or defaulted.

2.8.6 If you give us false or inaccurate information and we suspect or identify fraud, we will record this and may also pass this information to FPAs and other organisations involved in crime and fraud prevention.

2.8.7 If you have borrowed from us and do not make payments that you owe us, we will trace your whereabouts and recover debts.

2.8.8 We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

2.8.9 Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.

2.9 This is a condensed version and if you would like to read the full details of how your data may be used, please visit our website at www.weatherbysbank.com or phone 01933 304777 to request further information including contact details for the CRAs themselves.

3. CHANGING YOUR ACCOUNT

3.1 If you are not happy about the choice of current or savings account, you may cancel it within 14 days of:

- the day the contract is entered into; or
- the day on which you receive the contract terms and conditions and other information on paper or electronically, whichever is the later.

3.2 We will help you to switch to another of our accounts or we will give all your money back with any interest it has earned. We will ignore any notice period and any extra charges.

3.3 This does not apply to:

- fixed rate accounts; or
- an account or contract for financial services where the price depends on rises and falls in the financial markets outside of our control that may happen during the cancellation period.

3.4 By exercising your rights under this Section you are agreeing to the termination of this contract.

4. JOINT ACCOUNTS

4.1 If your account is held in the joint names of yourself and others:

- you are liable (separately and together) for any money due to us; and

- if one of you dies any money standing to the credit of the joint account may be held to the order of the survivor(s); and
- either/any of you are authorised to operate the account on your own unless we are notified, in writing, to the contrary.

Further information on joint accounts is shown in Section 2: Operating a Joint Account.

5. DEPOSITS

5.1 In order to pay money into your account, you need to provide us with your name, the name of your account, the account number and sort code. This information is known as your "unique identifier".

5.2 We will accept deposits into your account in the usual forms of cash, cheques or other items which are payable to you. We would not recommend, however, that you send cash to us through the post, as we cannot accept any liability for its loss.

5.3 If you send a cheque through the post you should write sufficient details on its reverse to enable us to identify it e.g. your name and/or account number.

5.4 Although cheques or other items will appear on your account as they are paid in, we may not receive the money for them immediately. We reserve the right, therefore, not to payout against them until we receive the money.

5.5 For the same reason, any such deposits will not earn interest for a period of two days after they are received. Although cheques or other items will appear on your account as they are paid in we do not receive the money for them immediately.

5.6 Cheques deposited into your account, by any means, will be subject to the normal clearing cycle. We therefore reserve the right not to payout on uncleared funds until the monies are received.

5.7 Where we receive electronic transfers into your account the funds will be credited to your account and made available to you as soon as we receive them.

5.8 The Clearing Cycle

5.8.1 The usual timescales for clearing cheques is calculated in business days from the day the money is added to your account at Weatherbys Bank. This day is known as "transaction day" or "T".

5.8.2 If a sterling cheque issued by a UK bank is paid into your account on a Monday then "T" becomes the Monday. By the Wednesday of that week (T + 2) we will start paying interest to you on the amount of the cheque deposited.

5.8.3 You may be able to withdraw funds from your account on the Friday of that week (T + 4) However, you cannot be sure that the money is yours until the end of the sixth working day after you deposited it. In this case it would be the Tuesday of the following week (T + 6).

5.8.4 Up until this time, the bank upon which the cheque was drawn may return the cheque to us unpaid. In the event that you have drawn on the funds, you may become overdrawn as a result and you will be required to pay overdraft interest on the amount accordingly.

5.8.5 Cheques returned unpaid will not be deducted from your account after T +6 unless we have your consent or you were knowingly involved in a fraud concerning that cheque.

5.8.6 In brief, this can be described as "0 - 2 - 4 - 6". Day 0 is the day that we pay the cheque(s) into your account.

Day 2 is the day which you will start to earn interest on the amount of the cheques.

Day 4 is the day that we will usually allow you to draw on the cleared funds.

Day 6 is the day when you can be sure that the cheques will not be returned.

5.8.7 Bank Holidays will lengthen these clearing days accordingly, and weekends are not included in clearing cycle at all.

5.8.8 Please note that credits made at Natwest branches with your personalised paying in slips will not show on your account on Day 0. However, they will show on the account by Day 2 and interest will be earned from this date, in accordance with the clearing cycle.

5.9 Foreign Cheques

5.9.1 Cheques not drawn on a UK bank will take longer to clear and are not subject to the UK clearing cycle.

5.9.2 You will be required to sign an indemnity form prior to using the service to indemnify us against a cheque being returned in the future.

5.9.3 If a foreign bank later returns a cheque, or asks for the money to be returned, we will take the currency or the sterling equivalent from your account. If we have converted the cheque into sterling, we will change it back into the foreign currency using the exchange rate at the date and time we take it from your account. We will do this regardless of whether you have spent the money, if it will put you into overdraft, or if it will mean taking a larger amount from your account than we originally put in.

5.9.4 A charge is payable by you for each cheque that is converted into sterling.

5.10 Out of date cheques

5.10.1 The Bank reserves the right not to pay cheques if they are more than six months old. A cheque older than six months is not valid and therefore you should not present this for deposit to your account.

5.10.2 If you have issued a cheque to a third party and it has not been cashed after six months then you should contact the payee and issue a replacement. Please inform us of this in writing in order that a stop may be placed on the original cheque.

5.11 Automated payments (credits and standing orders)

5.11.1 Automated credits received by you, e.g. a monthly salary credit or a standing order payment, will normally take

two days to reach your account after the other person has sent it. For example a payment sent on a Monday will be credited to your account on the Wednesday. This may be referred to as a BACS payment.

5.11.2 It is important to remember that automated credits can be recalled from your account. If this happens then a debit will be applied to your account, usually by the day following the credit.

5.11.3 Automated payments or standing orders from your account will appear as cleared funds in the recipient's account.

5.11.4 If you have a standing order on your account you control how much, how often and for how long the payments are made. You can cancel this at any time, however it is advisable to contact the beneficiary so they know that this is happening.

5.11.5 You can cancel a standing order by writing to us, quoting your account number and details to make it clear which standing order you wish to cancel.

6. PAYMENTS

6.1 When we agree to open an account for you we undertake to meet your Racing commitments (those contained within the Rules of Racing, from time to time in force) unless we give you prior notice to the contrary.

6.2 On occasion, any Fines imposed by the British Horseracing Authority (BHA) may be deducted from your Weatherbys Bank account. We will notify you prior to deducting a BHA fine from your account. However, if there are insufficient funds in your account, you may go overdrawn, and a BHA invoice may be raised which you will be expected to settle this within 14 days of receipt.

6.3 Any other payments from your account must be specifically requested in writing by you. Ordinarily there must be sufficient cleared funds in your account to meet such requests.

6.4 If you require a payment to be made directly to you we will accept a telephoned instruction, provided we are satisfied with the identity of the caller.

6.5 Payment will be made by BACS to an account nominated by you.

6.6 BACS, Bill payments (Including Faster Payments) and Internal transfers

6.6.1 You must provide us with all the following details to enable us to make the payment:

- the sort code and account number for the recipient's account;
- the date the payment is to be deducted from your account; the recipient's name; and
- any reference identifying the payment (including a reference to you or the recipient).

6.6.2 If you have made a payment to the recipient before from your account and we have recorded this information on your account, then we can make the payment in the absence of this information, with your agreement.

6.7 Electronic Fund Transfers, SWIFT Payments and SEPA Payments

6.7.1 You must provide us with all the following details to enable us to make a payment:

- the correct details of the recipient's bank, including the bank's SWIFT Bank Identifier Code (BIC) address, sort code or national bank code;
- the recipient's bank account number, or international Bank Account Number (IBAN) if making a SEPA payment or paying to a bank in the EEA;
- the name and address of the recipient to whom the payment is made;
- your own account number, name and address. This is a legal requirement and these details will be passed to the recipient's bank;
- and the recipient's reference, if applicable.

6.7.2 If you are going to receive SWIFT Payments or SEPA payments you must tell the sender of the payment the BIC and your IBAN.

6.8 Standing Orders

6.8.1 We will require all the following details from you to enable us to set up a standing order from your account:

- the recipient's name, sort code and account number;
- the date we are to start deducting the payments from your account;
- how often you want us to make the payments;
- the amount of each payment and for what length of time you require us to make the payments; and
- any reference identifying the payment (including a reference to you or the recipient).

6.9 General

6.9.1 In exceptional circumstances a cheque will be issued. We reserve the right to make an additional charge for this service.

6.9.2 If we cannot satisfactorily identify the caller, payment authorisations whether to yourself or a third party will ONLY be accepted by letter or fax.

6.9.3 If you have a Weatherbys Bank Cheque Book and/or Weatherbys Bank Visa Card you can draw on the account using this facility. Ordinarily there should be sufficient cleared funds in the account at the time you write a cheque, unless you have a pre-arranged overdraft facility.

6.9.4 We reserve the right to refuse payment of cheques if there are insufficient cleared funds in the account when the cheque is presented.

6.9.5 Faxed instructions to make payments will be accepted provided they are signed in accordance with the account mandate currently in force. We cannot accept liability for loss or damage caused as a result of this process and you are indemnifying us against such.

6.9.6 When making a payment that uses the SWIFT system, for example CHAPS and TTs, please be aware that personal

information relating to your account may be provided to overseas authorities in order to comply with applicable legal obligations and to prevent crime.

6.9.7 In respect of accounts that have a specified notice period, requests for withdrawals, including the closure of an account, must be in accordance with the applicable notice period. In the case of withdrawals or closure of an account for which due notice has been given, interest will continue to be earned at the contractual rate until such withdrawal or closure.

6.9.8 Should a request for withdrawal or closure be made without the required period of notice, we may, at our discretion, agree to the request subject to a penalty. This penalty will be equivalent to the gross interest on the amount withdrawn for the applicable notice period.

6.9.9 In respect of fixed term accounts, withdrawals will not be permitted prior to the maturity date.

7. FOREIGN PAYMENTS

7.1 Payments you make

7.1.1 The exchange rates we use are variable exchange rates which are changing constantly throughout the day (for example, to reflect movements in foreign exchange markets). The exchange rate we will apply to payments you make involving a currency exchange is the rate we provide or make available to you on the telephone when you request the payment. The exchange rate applied will appear on your statement.

7.1.2 If you make a payment that involves an exchange into a foreign currency, and that payment is returned to us, we will convert the returned payment back to the original currency by buying the original currency at the exchange rate applicable when we received the returned payment. We are not responsible for any fluctuations in the exchange rate.

7.1.3 If you cancel an instruction for a payment to be made in a currency other than sterling before we have made the payment but after we have converted the payment into the other currency, we will convert the payment back into the original currency by buying the original currency at the exchange rate applicable when you cancel your instruction and will then add the value of the payment to your account. We are not responsible for any fluctuations in the exchange rate.

7.1.4 We will deduct charges from your account when you instruct us to make a payment to an account in a country outside the UK, Channel Islands and Isle of Man and when you instruct us to make a non-sterling payment. Details of the charges are in the interest rates and charges information that is applicable to your account.

7.1.5 For payments in an EEA currency that you instruct us to make to accounts in countries within the EEA, we will not deduct from your account charges made by agents we use, any intermediary bank and/or the recipient's bank, unless:

- the payment is over £50,000 (or currency equivalent); we convert the payment to another EEA currency before sending it to the recipient's bank; and

- you agree that we deduct such charges from your account.

7.1.6 For payments other than those described above, we will not deduct from your account charges made by agents, intermediary banks and/or the recipient's bank unless you ask us to deduct all charges from your account. This means that unless you ask us to deduct all charges from your account, agents, intermediary banks and the recipient's bank may deduct their charges from the amount of the payment.

7.2 Payments you receive

7.2.1 If we receive a payment into your account in a foreign currency, we will convert the payment into the currency of your account by buying that currency at the exchange rate applicable when we receive that payment.

7.2.2 If the payment is in euro or another European Economic Area currency (members of the European Union plus Norway, Iceland and Liechtenstein) ("EEA"), we will show it in your account two days after the other person has sent it.

7.2.3 For all other currencies, the payment will be added into your account up to two working days after we receive it.

7.2.4 We may deduct our charges for dealing with the international payment before we add it into your account, but if we do we will tell you the full amount of the payment and the charges that applied.

8. BORROWING FROM US

8.1 Subject to our undertaking in Section 6 above, there should be sufficient funds in your account before payments are made.

8.2 If there are insufficient funds in your account, an unauthorised overdraft may be granted at our discretion. We reserve the right at any time to require repayment of an overdrawn balance on your account, whether the balance is agreed or not. We also reserve the right to settle an overdrawn balance on your account either partly or wholly from any other account or accounts that you may have with us.

8.3 Before we allow overdrawing or increased overdrawing on your account, we will assess whether we feel you will be able to repay the money.

8.4 We will assess repayment ability by:-

- Information that you give us including information to prove your identity and why you want to borrow money from us;
- Your business plan and accounts, if applicable;
- Any personal financial commitments;
- How you have handled your finances in the past;
- Information we receive from credit reference agencies;
- Security to be provided;
- Credit scoring techniques, where used.

8.5 If we cannot help you, we will explain the key reason why if you ask us to. We will give this in writing if you ask.

8.6 If you want us to accept a guarantee or other security from someone for your liabilities, we may ask you for your permission to give confidential information about your finances to the person giving the guarantee or other security, or to their legal advisor. We will also:

- encourage them to take independent legal advice to make sure they understand their commitment and the possible consequences of their decision (where appropriate, the documents we ask them to sign will contain this recommendation as a clear and obvious notice);
- tell them that by giving the guarantee or other security they may become liable instead of, or as well as, you; and tell them what their liability will be.

8.7 We will not take an unlimited guarantee.

8.8 Financial difficulties and how we may be able to help

8.8.1 We will consider cases of financial difficulty sympathetically and positively. Our first steps will be to contact you to discuss the matter.

8.8.2 If you find that you are in financial difficulty, you should let us know as soon as possible. We will do all we can to help you overcome your difficulties. With your cooperation we will develop a plan for you for dealing with your financial difficulties and we will tell you, in writing, what we have agreed.

8.8.3 The sooner we discuss your problems, the easier it will be for both of us to find a solution. The more you tell us about your full financial circumstances, the more we may be able to help you.

8.8.4 If you are in difficulty you can also get help from advice and debt counselling organisations. If you ask us, we will work with debt counselling organisations such as the Citizens Advice Bureaux or Money Advice Centres to help you through your difficulties.

8.8.5 Some useful contact numbers are as follows:

National Debtline 0808 808 4000 www.nationaldebtline.co.uk	Advice UK 0207 469 5700 www.adviceuk.org.uk
Money Advice Scotland 0141 572 0237 www.moneyadvicescotland.org.uk	Payplan 0800 716239 www.payplan.com
Citizens Advice Bureaux Please find the number in your local telephone book or www.citizensadvice.org.uk	Citizens Advice Scotland 0131 550 1000 www.cas.org.uk

8.8.6 You should be aware that there are several other companies that you can contact, some of which will charge a fee for managing your debts. It is your responsibility to check the fees that may be charged on your account before you ask any company to act on your behalf.

8.9 If you have debts with many creditors, a debt counselling organisation may complete a Common Financial Statement (or equivalent) on your behalf which we will accept as the basis for negotiations with you in drawing up any debt management plan.

8.10 In certain circumstances we may pass your debt to another organisation or debt collection agency. We will always choose reputable firms.

9. INTEREST

9.1 Credit Interest

9.1.1 Where applicable, interest is paid at the tiered rates from time to time in force subject to Section 5 above.

9.1.2 Details of these rates are available on request and you will be notified, on your statement, of any changes which take place in accordance with Condition 16 below.

9.1.3 Interest will be calculated daily and applied quarterly (normally in December, March, June and September), net of lower rate UK taxation.

9.1.4 We will provide a "tax certificate" automatically once a year (normally in April, and provided that the total interest credited exceeds £1), or on request for any amount credited.

9.2 Debit Interest

9.2.1 If you overdraw your account, interest will be charged from the date on which the account became overdrawn.

9.2.2 Interest at 15% over the base rate is payable on overdrawn balances in all cases where an agreed overdraft arrangement is not in place.

9.2.3 Debit interest will be charged to your account quarterly (normally in January, April, July and October), with the exception of accounts subject to an agreed overdraft arrangement (such accounts will be charged interest on a monthly basis in arrears).

9.2.4 You will be notified of any changes to the interest rate in accordance with Condition 16 below.

9.2.5 Before we deduct interest for standard account services from your account, we will give at least 14 days notice of how much we will deduct.

10. CHARGES

10.1 A monthly management charge, in some cases together with a transaction charge, is levied for operating a current account.

10.2 The transaction charges are calculated per line on the statement, accrued daily and debited to your account quarterly, in January, April, July and October.

10.3 The account management fee will be accrued in each month in which transactions appear and debited to your account quarterly in January, April, July and October.

10.4 Details of these charges are available on request and you will be notified at least 60 days in advance if they are to be increased. You will also be notified of any other changes to charges in accordance with Condition 16 below.

10.5 Before we deduct charges for standard account services from your account, we will give at least fourteen days notice of how much we will deduct.

10.6 Weatherbys Bank is not a clearing bank and so appoints another bank to act as agent. They may, from time to time, make additional charges in respect of their clearing

operation, e.g. stop cheque charges and returned cheque charges. We reserve the right to pass on these to your account at the actual rate charged. Fees for international services, including foreign racing are available on request.

11. STATEMENTS

11.1 We will provide you with a statement of your account at the end of each month in which a transaction appears on that account. If you overdraw on your account, you may receive more than one statement in a month.

11.2 We are able to provide duplicate or interim statements, but reserve the right to charge for these. In any event, our charges for providing this information will be appropriate and in line with our actual costs.

11.3 In any event, we will provide you with a statement at least once a year.

12. RESPONSIBILITIES

12.1 Making payments

12.1.1 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 it is made incorrectly. If you ask us, we will make reasonable efforts to recover an incorrect payment. If you provide us with incorrect information, and you ask us to try to recover the payment, we may charge you for this service. We will give you details of our charges before we try to recover the payment. The recipient's bank may also charge you if this happens.

12.1.2 If you provide us with extra information to that specified by us as required, we will only be responsible for making the payment based on the information we have told you we require.

12.1.3 For payments to another bank account, we will make sure payments are sent to the recipient's bank. It is the recipient's bank's responsibility to make sure the payment is added to the bank account of the recipient.

12.1.4 If you have instructed us to make a payment, we are responsible for it being made correctly unless we can prove to you, or the recipient's bank (as appropriate), that the payment was received by the recipient's bank within the agreed timescales for executing payments. Where we can prove this, the recipient's bank will be responsible to the recipient for making available the payment and crediting the recipient's account, as appropriate.

12.1.5 If a payment has been made incorrectly and we fail to prove the payment you authorised was received by the recipient's bank, we will, without undue delay, refund your account with either:

- the payment; or
- in the case of an overpayment, any excess amount incorrectly deducted so you do not incur any loss, and we will also restore your account to the position it would have been in had the incorrect payment or overpayment not been made, for example, by refunding any charges or interest as appropriate. We will not do this if the circumstances giving rise to the incorrect payment

transaction were due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary.

12.1.6 If you ask us, we will make immediate efforts to trace a payment and will tell you the outcome. There may be a charge for this service and if there is, we will advise you of this accordingly.

13. CLOSING YOUR ACCOUNT

13.1 You may close your account, at any time, by writing to us. Any balance outstanding on your account, including interest and charges, must be repaid.

13.2 Under normal circumstances, we will not close your account without giving you at least 30 days' notice. Examples of circumstances which are not "normal" include threatening and abusive behaviour to staff.

14. MOVING YOUR ACCOUNT

14.1 If you choose to move your account to another bank or building society, we will cooperate with them and give them information about regular payments made from your account within three working days, so the transfer is made as efficiently as possible.

14.2 We will close your account without undue delay when you ask us to.

14.3 If you wish to transfer your account to us, we will tell you how the process for transferring your account will work and where responsibility will lie for each step in the process.

14.3.1 We will tell you what information your other financial institution will pass to us and how long this process is likely to take.

14.3.2 New account information will be provided by way of Key Facts documents so that you can compare your new account features with your old one.

14.3.3 We intend to provide you with what you need to operate an account within ten working days of approving your application.

15. YOUR INFORMATION - DATA PROTECTION

We undertake to keep details of your account confidential, within the Weatherbys group of companies subject to the normal exceptions shown below:

- Where the sharing of information between Weatherbys Bank Limited and Weatherbys Racing Division is necessary for the operation of your Weatherbys Bank account.
- When you apply to open an account we may disclose your name and address to a licensed credit reference agency, to enable us to search their files and the credit reference agency will keep a record of that request.
- If you owe us monies, we will give you 28 days notice that we plan to give such information to credit reference agencies. At the same time, we will explain to you the role of credit reference agencies and the effect that the

information they provide can have on your ability to obtain credit.

- Where we are legally compelled to disclose information.
- Where there is a duty to the public to disclose.
- Where our interests require disclosure.
- Where the disclosure is made at your request or with your consent. We will not use the point above, to justify the disclosure for marketing purposes of details of your account or your name and address to any third party outside the Weatherbys group of companies.
- By signing any Weatherbys Bank Limited application, you agree that we can use your information, as detailed in these Terms and Conditions, in this way.

Under the Data Protection Act, you have the right to see any personal records we hold about you. We may charge for providing this information.

16. VARIATION OF TERMS AND CONDITIONS

16.1 We reserve the right to vary these Terms and Conditions, for the following reasons:

- to respond to reasonable cost increases or reductions with providing the particular services to you;
- to respond to changes made in the charges applied by our competitors in the retail financial services market offering similar products;
- to respond to a change or changes in the rate that is set by the Bank of England or a change in LIBOR (that is the London Inter Bank Offered Rate) or equivalent money market rate which impacts on the costs we incur;
- to respond to changes in the rates of interest which banks or other organisations offering similar services charge to customers with similar products;
- to respond to changes in our credit assessment of you.

16.2 We will provide you with written notice of any change by post, statement message, statement insert or e-mail to the address provided by you in accordance with the timescales set out below.

16.3 If we wish to make a change to a condition which relates to any withdrawal or payment service we provide on your account, we will give you at least 60 days personal notice before we make the change.

In relation to other changes (including changes to interest rates or charges):

If we make a change that is to your advantage, we may make the change immediately and tell you about it within 30 days.

If it is neither to your advantage or disadvantage, we will always give you 30 days notice before making the change. If it is to your disadvantage, we will tell you about it at least 60 days before we make the change. At any time up to 60 days from the date of the notice you may, without notice, switch your account or close it without having to pay any extra charges or interest for doing this.

16.4 If you do not notify us that you are not happy with any of the changes before the end of the relevant notice period, you will be treated as accepting the changes. If we have made a major change or a lot of minor changes in any year, we will give you a copy of the new Terms and Conditions or a summary of the changes.

16.5 These Terms and Conditions do not affect or exclude any Terms and Conditions implied by law unless they expressly say so.

17. TREATING CUSTOMERS FAIRLY

17.1 We adopt a responsible attitude towards the operation of your account. We will act promptly, efficiently and fairly with you, having due regard to any communications or financial promotions made by us from time to time.

17.2 We will be open and clear in our dealings with you and ensure any complaint is resolved quickly. We will not take advantage of situations where the principles of fairness could be compromised.

17.3 We will endeavour to ensure that all documentation is clear and unambiguous and exercise our judgement in applying these terms and conditions to your account.

18. QUERIES OR COMPLAINTS

18.1 We pride ourselves on providing an excellent level of customer service but there will be times when you may wish to complain about something we didn't get quite right.

When that happens, we would encourage you to tell us about your complaint so we can put things right.

You can contact us at our Helpdesk on 01933 304777, or write to the Head of Customer Service, Weatherbys Bank Ltd, Sanders Road, Wellingborough, NN8 4BX.

We will accept a complaint by email. However we would urge that you do not divulge any personal information within this, for security reasons. We will acknowledge receipt by email, but for the same security reasons, our responses will be by telephone or letter.

We aim to respond to your complaint immediately. However if we have not been able to achieve this, within one week we will write to you to tell you:-

- why we have not yet been able to resolve your complaint;
- who is dealing with the complaint;
- when we will contact you again.

We will contact you regularly until your complaint is resolved. If your complaint is particularly complex it may take longer to resolve.

If, we are unable to reach an agreement with you then by the end of eight weeks we will:-

- Send a letter to you giving you reasons for our delay with indications of when we expect to be able to provide a resolution.
- Inform you that you will be able to refer your complaint to the Financial Ombudsman Service.

18.2 Please inform us immediately, or as soon as reasonably practicable, if you believe there is a transaction on your account that you have not authorised, or if you believe we have made an error on your account.

19. FINANCIAL SERVICES COMPENSATION SCHEME

19.1 Weatherbys Bank is covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors - including most individuals and small businesses - are covered by the scheme. In respect of deposits, an eligible depositor is entitled to claim up to £85,000. For joint accounts, each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the combined amount in all of the eligible depositor's accounts with the bank including their share of any joint account, and not to each separate account.

For further information about the scheme (including the amounts covered and eligibility to claim), please refer to the FSCS website www.FSCS.org.uk or call the FSCS on 0207 741 4100.

20. TELEPHONE CALLS

20.1 All telephone calls made to or from Weatherbys' offices are recorded for the purpose of security and accuracy.

20.2 We will accept telephone instructions to, for example, send a payment. However, we must be satisfied as to the identity of the caller and adopt a password system to ensure this. You must keep your password secret. (This means you must not write it down or allow anyone else to use it). You must telephone us as soon as possible if:

- you think that someone else knows your password;
- you have forgotten your password;
- you think that someone is trying to use your account.

20.3 Until you tell us, you will be responsible for any instruction given using your password, even if it was not given by you. We will not be liable to you for having acted on such instructions.

21. MARKETING MATERIAL

21.1 From time to time we send our customers details of products/services that we feel may be of interest to them. We will not give any of your personal details to anybody outside the Weatherbys group of companies.

If you do not wish to receive such details you must advise us accordingly.

21.2 When you become a customer we will give you the opportunity to say that you do not want us to contact you for marketing purposes and this option will be found on the account application form. At least every three years we will remind you that you can do this.

22. PROTECTING YOUR ACCOUNT

It is important that you follow the advice given below.

22.1 You should let us know as soon as possible when you change your name, address, telephone number or e-mail address. If we do not hold correct information we may make your account dormant to protect us both.

22.2 You should check your statement regularly. If there is an entry that seems to be wrong, you should tell us as soon as possible so that we can investigate it. Regularly checking your standing orders and direct debits will help you to be sure that your money is going where you want it to.

22.3 If we need to investigate a transaction on your account, you should co-operate with us and the police, if we need to involve them.

22.4 The care of your cheques, cards, PINs and other security information is essential to help prevent fraud and protect your account(s). Please make sure you follow the advice given below.

- Do not keep your cheque book & cards together.
- Do not allow anyone else to use your card, PIN or password.
- We will never ask you to tell us your PIN. If you are in any doubt whether a caller is genuine, or if you have any suspicions, take their details and call us.
- Never write down or record your PIN or password.
- Always take reasonable steps to keep your card safe and your PIN and password secret at all times.
- If you change your PIN always choose the new PIN carefully.
- Keep your card receipts and other information about your account containing personal details safe.
- Some internet retailers are registered with secure payment schemes, such as Verified by Visa (VbV). Your Weatherbys Bank Visa Card carries this protection and you should activate and use VbV whenever possible to make online purchases safer. You will be required to register a password to enable you to use websites protected by VbV. Failure to register may mean that you will be unable to make successful purchases. After registration please ensure that you keep the password safe at all times.
- Be aware that your post is valuable information in the wrong hands. If you are expecting a statement from us and do not receive it, contact us as soon as possible.

22.5 If you send a cheque through the post, it will help to prevent fraud if you clearly write the name of the person you are paying the cheque to and put extra information about them on the cheque. For example:

- if you are paying a cheque to a large organisation such as the Inland Revenue, write on the cheque the name of the account you want the cheque paid into (for example, Inland Revenue - account J Jones, reference 123456); or if you are paying a cheque into a bank or building society account, always write on the cheque the name of the account holder (XYZ Bank, account B Brown).

You should draw a line through any unused space on a cheque that you issue so that unauthorised people cannot add extra numbers or names.

22.6 It is essential that you tell us as soon as you discover that:

- your cheque book or card has been lost or stolen;
- someone else knows your PIN or password.

The best way of telling us about the loss will usually be by telephone, using the numbers we have given you, or by email using the address we have given you for this purpose.

22.7 If you want to cancel a payment or series of payments you have authorised, you should do the following in writing:

- to cancel a cheque or a standing order, you must tell us. We cannot cancel a cheque written before 30 June 2011 and presented before 3 January 2012 if it is covered by a guarantee card;
- to cancel a direct debit you can either tell the originator of the direct debit or you can tell us. We recommend you do both.
- to cancel a recurring transaction, you must tell the originator. We recommend you keep proof of the cancellation.
- It may not be possible to cancel payments if you do not give enough notice of your decision to cancel.

22.8 If you act fraudulently, you will be responsible for all losses on your account. If you act without reasonable care, and this causes losses, you may be responsible for them. (This may apply if you do not follow Section 22 or if you do not keep to your accounts terms and conditions).

22.9 Unless we can show that you have acted fraudulently or without reasonable care, your liability for the misuse of your Weatherbys Bank Visa card will be limited as shown below.

- If someone uses your card before you tell us it is lost or stolen or that someone else knows your PIN, the most you will have to pay is £50.
- If your card is used before you receive it, you will not have to pay anything.
- If someone else uses your card details without your permission where the cardholder does not need to be present (such as over the internet) you will not have to pay anything.

22.10 Online Banking is safe and convenient so long as you take a number of simple precautions.

- Keep your PC secure. Use anti-virus and spyware software and a personal firewall.
- Keep all passwords and PINs secret.
- Treat e-mails with caution and do not respond to any e-mail that asks you for your personal details. Neither the Police nor Weatherbys Bank will ever contact you to ask you to reveal your online banking or password details. Visit www.banksafe.org.uk for further information in this area.

- Always access internet banking sites by typing the bank's address into the web browser. Never go to an internet banking site from a link in an email and enter personal details.

23. DORMANT ACCOUNTS OR UNCLAIMED ASSETS

23.1 If you have money in a dormant account it will always be your property (or if you die it will become part of your estate). This is the case no matter how many years pass.

23.2 If you ask us we will tell you how to access these accounts directly or via the British Bankers Association.

24. APPLICABLE LAW

These Terms and Conditions shall be construed in accordance with English Law and will be subject to the exclusive jurisdiction of the English Courts.

The parties do not intend that any provision of these Terms and Conditions shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to these Terms and Conditions.

SECTION 2: OPERATING A JOINT ACCOUNT

1. WHAT IS A JOINT ACCOUNT?

1.1 A joint account is an account opened in the names of two or more people. In this section we assume there are between two and twelve of you, as Partners registered in a Joint Ownership or between two and twenty of you as Nominated Partners in a Racing Partnership. You can have a 'sole' account as well as your joint account.

1.2 Joint accounts are useful where the finances of the parties are closely linked, for example for VAT purposes, but with the added convenience come extra responsibilities. Some of these are important and may not be obvious. This section explains some of the things to look out for.

2. FEATURES

2.1 The way a joint account is operated is governed by an authority called an Account Activation Request, which constitutes the mandate under which the account is operated. Each joint account holder must sign a copy before the mandate comes into force.

2.2 Each of you can take or use everything in the joint account, although the mandate may restrict this by requiring specific joint account holders to sign whenever money is taken out of the account.

2.3 Each joint account holder is separately responsible - and together you are jointly responsible - for all the debt on the joint account. This is generally true even if only one of you puts all the money into the joint account or if only one of you takes all the money out and spends it.

2.4 You can arrange between yourselves how the money in the joint account is to be split. That is a private matter between you and would not affect the bank or the terms on which your joint account is operated. Weatherbys Bank still

regards each of you (and all of you) as responsible for all of the debt.

3. OPENING A JOINT ACCOUNT

3.1 You should only open a joint account if you and the other joint account holders understand the commitments you are entering into. You also need to think about what would happen when your horse is sold or the partnership is terminated.

Please note that, under the Rules of Racing, Racing Partnerships, and Joint Ownerships where the partners have registered together for VAT purposes, must operate Joint Accounts.

4. OPERATING A JOINT ACCOUNT

4.1 When you open a joint account, the standard authorisation basis for transactions will be any-to-sign. However, you can specify that you require any payments from the account to be authorised by all of you (all-to-sign). Alternatively, you can make a specific instruction i.e. any two or three to be the required signatories, but you will need to contact us to make arrangements for this.

4.2 It will not be possible to operate a joint account with a debit and/or credit card on an all-to-sign basis.

4.3 If you are at all worried about how the other joint account holders may use the joint account, you should consider carefully whether a joint account is for you.

5. OVERDRAWN BALANCES

5.1 If you have agreed an any-to-sign joint account, the other joint account holders will be able to make the joint account go overdrawn without your knowledge or agreement, if we allow them to do so, for example, if we honour the cheques they sign.

5.2 The other joint account holders could also create an overdraft that is not authorised at all or is over the agreed limit. Remember that, as a joint account holder, you personally are responsible for paying off that overdraft, even if you did not agree it or did not know about it.

6. STATEMENTS

6.1 You are all entitled to see all information about all transactions on the joint account. Ordinarily, only one statement is produced for the account. However, copy statements to any/all of the partners, can be produced but there is a cost for this service. If you are not happy about this, do not open a joint account.

6.2 Where a sole account is converted into a joint account, statement information relating to the account when it was a sole account may be made available to any of the joint account holders.

7. CHANGING YOUR ACCOUNT

7.1 If you set up a joint account where any of you can sign, then any of you separately can arrange with us to only accept transactions with all signatures in future. We will need a reasonable amount of time to make the change.

Once the change has been made, any cheques signed by just one party under your old instructions may have to be returned unpaid, even if they were signed when the old any-to-sign instructions applied.

7.2 Cheques which have been guaranteed by a cheque guarantee facility have to be paid even if they are written after you change your either-to-sign joint account to an all-to-sign joint account. This will apply to all cheques written before 30 June 2011 and presented for payment before 3 January 2012. We need you to return any debit and/or credit cards issued before we agree to change the joint account.

7.3 If you set up an all-to-sign joint account and you want to change it to any-to-sign you all have to agree to this and so does Weatherbys Bank.

8. POWER OF ATTORNEY

8.1 A power of attorney can be applied to a joint account, only if we and the other joint account holders agree. Normally the most convenient thing to do is to make the attorney a signatory on your joint account. This will enable it to operate the joint account on the terms of the mandate.

9. MENTAL INCAPACITY

9.1 If one of the other joint account holders becomes mentally incapable, we cannot continue to operate the joint account without an order from the Court of Protection (in England and Wales), which protects the rights of mentally incapacitated people.

If the other joint account holders appointed you as attorney, under an 'enduring power of attorney' (in England and Wales) or a 'continuing power of attorney' (in Scotland), you can register the power of attorney and operate the joint account.

If they appointed another person, that person would have to agree with you and Weatherbys Bank how to operate the joint account and we may need a new mandate from you.

10. BANKRUPTCY

10.1 We will freeze the joint account when we are notified about the bankruptcy and will have to return cheques drawn on the joint account, even if it is in credit. This is because the money in the joint account would come under the control of you and the person who administers the other joint account holder's assets. The money in the joint account is unlikely to be available immediately for you to use.

11. FINANCIAL LINKS

11.1 Generally, a financial link or 'association' will be created at credit reference agencies when you set up an account in joint names that allows you to borrow money. This means that your financial affairs and those of the other joint account holders may be treated as affecting each other. You may find it more difficult to get credit, even in your own name, if the other joint account holder has a bad credit

history or runs into problems in future. Equally, if the other joint account holders have a good credit record, you may find it easier to obtain credit in your own name.

12. RESPONSIBILITY

12.1 As joint account holders, you are all responsible individually - and together - for repaying any outstanding debt. This means that if one of you refuses, or cannot, repay a debt, the other account holder(s) are responsible for repaying it.

13. DISPUTES

13.1 In the event of a dispute we may be able to give you more control by changing an any to sign joint account to an all-to-sign joint account, if you ask us to do so. You or Weatherbys Bank may decide it is best to freeze the joint account, so that no new transactions can be made on it or that payments can only be made if you and the other joint account holders all agree. We may do this if you tell us there is a dispute between you and the other joint account holders about money in the joint account.

Normally this will be a temporary step, to protect you until the bank can get instructions from you both.

13.2 The name of an account holder can only be removed when all account holders agree in writing, any money owing has been repaid and all stationary relating to the account holder has been returned.

14. TERMINATION

14.1 We need to know how you want to handle existing standing orders and direct debits if you wish to terminate the account. We will need to know how the money in the joint account is to be divided between the partners, and agree how any overdraft will be dealt with.

We may continue to act on the mandate we hold for your joint account until we receive new instructions from you or the other joint account holders. However, depending on the nature of the information we receive, we may freeze a joint account until we receive further instructions from both parties.

14.2 We may also ask for the return of any unused cheques and cards. Until all cards are returned, all card transactions will continue to be deducted from the joint account.

15. RESPONSIBILITY FOLLOWING TERMINATION

15.1 Until we have received the unused cheques remaining in your cheque book we may continue to pay cheques written on the account and, for cheques written up to and including 30 June 2011, we will have to do so if the cheques are supported by a cheque guarantee card and are presented before 3 January 2012.

15.2 Should we be forced to pay any cheques following termination you, and all other account holders, will still be responsible for any debt created.

16. DEATH OF A PARTNER

16.1 Where the joint account is in credit when a member dies, whoever is winding up the estate may need to claim against the surviving joint account holders for their share of the money in the joint account. In other cases, the joint account will be frozen and we will only act on the instructions of the surviving joint account holders and the executors of the estate, once the Executor gains legal title to it. This is subject to any rights that we or any third party may have.

SECTION 3: ONLINE BANKING

The Terms and Conditions in this section explain your rights and responsibilities and those of Weatherbys Bank Limited in respect of your use of Online Banking ("the Service"), and are in addition to those provided in Section 1. In the event of any conflict, the General Terms and Conditions relating to your account(s) will apply.

Please read the Terms and Conditions carefully. They apply in respect of all use and transactions undertaken by you via the Service.

In these Terms and Conditions "we", "us", and "our", mean Weatherbys Bank Limited and "you" and "your" mean the account holder who has applied for the Service and if more than one account holder has applied all of them. A "Working Day" means a day other than a Saturday, Sunday or Bank Holiday in England.

1. USE OF THE SERVICE

1.1 The Service may only be used by persons aged 18 years or over. Completion of the application form does not allow you an automatic right to the Service and acceptance for the Service is subject to our discretion.

1.2 You will need access to the Internet to use the Service and you will be responsible for any telephone costs and/or charges made by an Internet Service Provider. We make no guarantees as to the speed, resolution or access to the Service via the Internet.

1.3 The Service is only available for joint account holders who are each authorised to operate the account on their own.

1.4 You must exit the Service when leaving your computer terminal unattended and must not allow anyone else to operate the Service on your behalf except where a Power of Attorney or Enduring Power of Attorney has been granted.

1.5 Use of the Service does not confer any right on you to overdraw your account(s) except to the extent of any overdraft facility which we may have agreed from time to time. All transactions via the Service are subject to your account terms and conditions as from time to time amended.

2. SECURITY

2.1 We will use all reasonable endeavours to monitor and maintain the security of the Service but due to the nature of the Internet, we cannot guarantee absolute security at all times.

2.2 Your Security Code and PIN are used to gain access to the Service. The Security Code and PIN should not be kept together. Your Security Details must be kept in a safe place at all times. You must not write down, disclose or reveal the Security Details to anyone or keep them where they may be discovered.

2.3 If you suspect that someone knows or has discovered your Security Code or PIN, you must notify the Online Banking Helpdesk immediately by calling 01933 304777. Your liability ceases as soon as we receive notification unless the unauthorised use of your Security Code or PIN is due to your fraud or gross negligence then you may be liable for all losses subsequently incurred.

2.4 When you send instructions via the Service, having gained access to the Service by using your Security Code and PIN, you are authorising us to carry out your instructions.

2.5 You are responsible for the security of any of your data which you download from the Service onto any hardware or software you may be using.

2.6 The Service uses 128 bit encryption technology. The use of such levels of encryption may be illegal in some countries outside the UK. It is your responsibility, when in countries outside the UK, to ensure that the use of the Service is permitted by local law.

2.7 We reserve the right to suspend access to the Service if:

- incorrect Security Details are used to try to access the Service;
- we suspect that an unauthorised person is attempting to access the Service; and
- in our discretion there is reasonable justification for doing so.

3. INSTRUCTIONS TO US

3.1 We will only accept instructions if your Security Code and PIN are used in accordance with these Terms and Conditions. If your Security Code and PIN are used as requested, we will be entitled to assume that those instructions have been given by you and that you authorise us to accept and act upon those instructions.

3.2 We can refuse to act upon any instructions received if:

- we have reasonable grounds for believing that you did not send the instructions;
- the instructions are not clear; and
- in our reasonable opinion, the instructions would create an unauthorised overdraft or an overdraft in excess of an agreed facility.

3.3 We will endeavour to act on your instructions promptly, once received, subject to clauses 2.7 and 3.2 and we will not be liable to you as a result of the refusal to act on such instructions.

3.4 Instructions for payments and transfers will only be accepted via the Service when they are given through the completion of the relevant input screens that form part of the Service.

3.5 We will accept your online instructions to add bank details for external transfers and bill payments, however the accuracy of this information will remain your personal responsibility and we are unable to accept liability if funds are sent to incorrect recipients.

3.6 We will not accept any instructions made through the e-mail facility, which do not relate to the Service or which require us to act at a specified time or value. Please ensure you do not reveal confidential information via e-mail.

3.7 Payments and transfer instructions will only be processed on a Working Day, and are subject to cut-off times, details of which will be displayed on the Service.

3.8 You can only cancel or amend payments and transfers if they have not been acted on by us.

3.9 We reserve the right to reject the Security Code you have chosen if, in our reasonable opinion, it is inappropriate for the Service.

3.10 We reserve the right to reverse any transfer(s) made using the Service when, in our reasonable opinion, the circumstances so require and we shall have no liability to you as a result of such a reversal.

4. LIABILITY

4.1 We shall not be liable to you for any loss or damage which you may suffer as a result of using the Service, except where such loss or damage was caused by negligence, wilful default or fraud by us or our employees.

4.2 You shall be liable to us for any loss suffered by us as a result of any breach of these Terms and Conditions by you, or any fraudulent or grossly negligent use of the Service by you. Where alleged fraud has occurred on your account that forms part of the Service, you will be required to co-operate with the Police in any investigation.

4.3 You acknowledge that due to the nature of the Internet and electronic communication there is a risk that communications may not operate free from error or interruption. We shall not be liable:-

- in the event of any error or interruption in communication; or
- for any losses or delays in the transmission of instructions to the Service caused by any Internet Service Provider or by software failure; or
- for any breaches of security of the Service beyond our reasonable control; or
- for any indirect or consequential loss you may suffer as a result of using the Internet to access the Service.

5. CALL AND MESSAGE RECORDING

Telephone calls and electronic messages to us may be monitored and recorded for security purposes and to maintain and improve our Service. Please see our General Terms and Conditions for further information on telephone calls.

6. ONLINE AVAILABILITY

From time to time the Service may be closed down for repair, maintenance work or upgrade or where it is necessary to protect your interests or ours. We shall, where practicable, give as much notice as possible in the circumstances. We cannot guarantee availability of the Service.

7. TERMINATION

7.1 You may terminate the Service at any time by notifying us by writing to Weatherbys Bank Limited, Sanders Road, Wellingborough NNB 4BX. The notification will only be effective once it is received by us. The Service will then cease to be provided to you.

7.2 We reserve the right to vary these Terms and Conditions at any time. Any variation will only take place after we have given you at least 60 days prior written notice of any changes before they take effect. We will notify you by posting notification to the Service or by letter. Notification through the service shall be deemed to take place on the first day notification is posted to the Service. Notification of the change shall be available from the Service for at least 60 days.

7.3 We may terminate the Service immediately, if you persistently breach these Terms and Conditions or if we suspect fraud and misuse of the Service by you.

8. APPLICABLE LAW

The Terms and Conditions of the Service shall be construed in accordance with English law and will be subject to the exclusive jurisdiction of the English Courts.

WEATHERBYS BANK LIMITED IS
AUTHORISED AND REGULATED BY
THE FINANCIAL SERVICES AUTHORITY

WEATHERBYS BANK LIMITED
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